

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA5	<b>Page</b> 1 <b>of</b> 84
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAA09-03-R-0062		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ JMC AMSOS-CCE-A ROCK ISLAND, IL 61299-6000  BLDG 350			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b> HQ JMC CONTRACTING & PARC CENTER ATTN AMSJM-CC ROCK ISLAND, IL 61299-6000		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSJM-CC BLDG 350 CONTRACTING CTR until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information Call:</b>	<b>Name</b> RICHARD J. LEE <b>E-mail address:</b> LEER@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-5799
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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>			<b>17. Signature</b>
<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A-</b> <b>Furnish Such Address In Offer</b>			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b> <b>Code</b>		<b>25. Payment Will Be Made By</b> <b>Code</b>	
<b>SCD</b> <b>PAS</b> <b>ADP PT</b>		<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>28. Award Date</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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SECTION A - SUPPLEMENTAL INFORMATION

A-1 Solicitation Information

1. Standard Form(SF 33) Page 1.

(a). In lieu of the addresses specified in Blocks 8 and 9 of the SF 33, the address for receipt of offers for the formal solicitation is as follows:

CDR SBCCOM  
ATTN: AMSSB-PM-ACWA / DARREN DALTON  
BUILDING E5183  
5183 BLACKHAWK ROAD  
ABERDEEN PROVING GROUND, MD 21010-5424

(b). In lieu of the 60 calendar days specified within block 12 of the SF 33, the government's acceptance period for accepting an offer is 180 calendar days from the date of receipt of offers.

(c). In lieu of the number of copies specified within Block 9 of the SF 33, the original and number of copies shall be provided in accordance with Section L, Proposal Preparation Instructions, to the address specified in paragraph A-1 1.(a).

(d). All interested parties shall provide either a written notification to the addressee listed in Block 7 of the SF 33 or an electronic notification to the addressee listed in Block 10 of the SF 33 of its desire to be included on the offerors' mailing list that will be established for this request for proposal. The notification shall include the offeror's mailing address and a point of contact.

(e). All offers shall be received by 3 PM EST on March 31, 2003 at the address provided in paragraph A-1 1.(a).

2. For purposes of this solicitation, the Operations Support Command(OSC) and the Joint Munitions Command(JMC) are used interchangeably throughout this entire solicitation.

3. For Local Clause See: <http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm>

4. The guidance documents are to provide some indication of the subjects that need to be addressed in detail during the design development effort. Offerors are encouraged to present a proposal that provides innovation, while leading to a safe, environmentally sound accelerated path to agent destruction.

5. The solicitation contains a number of technical attachments (see Section J). Most of the technical attachments are found on the BGCAPP RFP Support website (<http://bluegrass.Geo-Centers.com>). If you would like access to this information, please provide the Name, Company, Address, Phone Number, and email address for each individual requesting access. We will provide an account for each individual listed. We will also mail a set of CDs to your primary POC.

6. The following documents are also provided as attachments to this solicitation: Section C (Statement of Work), Section L (Proposal Preparation Instructions) Section M (Evaluation Factors for Award), Sample Design Criteria Document, and Contracts Data Requirements List (CRDLS). These attachments are specifically incorporated herein and made a part hereof as though set forth in its entirety in the body of this solicitation.

7. This solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 USC 2208(j), public entities that meet the requirements of 10 USC 2208(j), are available as potential subcontractors only. Tooele Army Depot has expressed an interest in performing as a subcontractor for this acquisition.

A-2 Notice of Contractor Participation in the Evaluation of Proposals

(a) The Army has contracted with the Mitretek Systems for the technical review of specified programs including the Chemical Demilitarization Program. Mitretek is a private, not for profit organization working in the public interest on a wide range of technology and operational issues. Mitretek does not engage in production or manufacturing activities and does not compete with profit seeking entities. In order to fulfill its contractual responsibilities with the Army, Mitretek must have access to Government data as well as contractor data, including sensitive and proprietary data. The Army's contract with Mitretek prohibits the unauthorized dissemination of data to which it or its employees have access.

(b) It is the Government's intent to use the services of the Mitretek Systems to provide administrative and technical assistance to the Government in the evaluation of written and/or oral proposals submitted under this solicitation. Offerors are hereby notified that Mitretek will be given access to the proposals submitted under this solicitation. However, the exclusive responsibility for source selection remains with the Government.

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(c) It is also the Government's intent to use the services of FOCIS Associates (formerly Arthur D. Little/Geo Centers) to provide technical assistance during the evaluation of proposals. Geo-Centers assisted PMACWA in the evaluation of the multiple technologies considered for the BGCAPP project.

(d) The support contractors will sign non-disclosure and non-competitive agreements before participating in the source selection process.

**A-3 Notice of Organizational Conflicts of Interest**

In accordance with FAR 9.5, a determination has been made that the following organizations are hereby prohibited from offering or participating as a prime contractor, as a joint venture member, or as subcontractor on this contract and/or on any resultant task order(s):

1. Mitretek Systems, Inc.  
7525 Colshire Drive  
McLean, VA 22102
2. FOCIS Associates (Formerly Arthur D. Little/Geo Centers)  
20 Acorn Park  
Cambridge, MA 02140

**A-4 Contractor Requirements**

1. During the course of the project, the systems contractor will also be required to neutralize non-stockpile chemical material located at Blue Grass Chemical Depot as defined in section C.

2. Performance and payment bonds are waived for cost-reimbursement contracts. However, for cost type contracts with fixed price construction subcontracts over \$25,000, the prime contractor shall obtain from each subcontractor (1) a payment bond in favor of the prime contractor sufficient to pay labor and material costs; and (2) a performance bond in an equal amount if available at no additional cost.

**A-5 LIST OF ACRONYMS**

The following list of acronyms are provided for reference purposes only and should not be considered all inclusive.

- ACAMS Automatic Continuous Air Monitoring System
- ACO Administrative Contracting Officer
- ACRI Acquisition Cost Reduction Initiative
- ACWP Actual Cost of Work Performed
- ADP Acquisition Design Package
- ADPE Automated Data Processing Equipment
- AED Ammunition Equipment Directorate
- AFDO Award Fee Determining Official
- AFRB Award Fee Review Board
- AMC Army Material Command
- ANSI American National Standards Institute
- APG Aberdeen Proving Grounds
- APP Accident Prevention Plan
- AR Army Regulation
- ASC Allowable Stack Concentration
- ASF Administrative Support Facility
- ASTM American Society for Testing and Materials
- BAC Budget at Completion
- BCWP Budgeted Cost of Work Performed
- BCWS Budgeted Cost of Work Scheduled
- BGAD-- Blue Grass Army Depot
- BGCA-- Blue Grass Chemical Activity
- BGCAPP-- Blue Grass Chemical Agent-Destruction Pilot Plant
- BOD Basis of Design
- CAA Clean Air Act
- CAC Citizen Advisory Committee
- CADD Computer Aided Drafting Design
- CAE Computer Aided Engineering
- CAIRA Chemical Accident/Incident Response and Assistance
- CAMDS Chemical Agent Munitions Disposal System

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CASARMS Chemical Agent Standard Analytical Reference Materials  
 CASY Chemical Agent Storage Yard  
 CCB Configuration Control Board  
 CDB Chemical Demilitarization Building  
 CDP-- Construction Data Packages  
 CDOM Chemical Demilitarization Operations Manual  
 CDRL Contract Data Requirements List  
 CDTF Chemical Demilitarization Training Facility  
 CEA Chemical Exclusion Areas  
 CEMS Continuous Emission Monitoring System  
 CEHND U.S. Army Corps of Engineers, Huntsville Division  
 CERCLA Comprehensive Environmental Response, Compensation, and Liability Act  
 CFE Contractor Furnished Equipment  
 CFR Code of Federal Regulations  
 CHB Container Handling Building  
 CLA Chemical Limited Area  
 CLIN Contract Line Item Number  
 CM Configuration Management  
 CO Contracting Officer  
 COINR Code of Indiana Regulations  
 CPAF Cost Plus Award Fee  
 CPR Cost Performance Report  
 CPRP Chemical Personnel Reliability Program  
 CQC Contractor Quality Control  
 CRB-- Configuration Review Board  
 CRB Commissioning Review Board  
 C/SCS Cost/Schedule Control System  
 C/SCSC Cost/Schedule Control System Criteria  
 CSDP Chemical Stockpile Disposal Program  
 CSEP Chemical Stockpile Emergency Preparedness Program  
 CSI Chemical Surety Inspection  
 CSM Chemical Surety Material  
 C/SSR Cost/Schedule Status Report  
 CWA Clean Water Act  
 CWBS Contract Work Breakdown Structure  
 CWDA Cases With Days Away  
 CWM Chemical Warfare Material  
 DA Department of the Army  
 DAAMS Depot Area Air Monitoring System  
 DAC Days after Contract  
 DATS Drill and Transfer System  
 DCC Data Control Center  
 DCS Deputy Chief of Staff  
 DDCC Data and Document Control Center  
 DDESB Department of Defense Explosive Safety Board  
 DESCOM U.S. Army Depot Systems Command  
 DFARS Department of Defense Federal Acquisition Regulation Supplement  
 DFS Deactivation Furnace System  
 DHHS Department of Health and Human Services  
 DID Data Item Description  
 DLES Directorate of Law Enforcement and Security  
 DPAS Defense Priorities and Allocations System  
 DOD Department of Defense  
 DOR-- Designer of Record  
 DPE Demilitarization Protective Ensemble  
 DRMO Directorate of Reutilization and Marketing Operations  
 DUN Dunnage Incinerator  
 EAC Estimate at Completion  
 EACEI Equipment Acquisition, Construction & Equipment Installation  
 EAS Emergency Alert System  
 ECP Engineering Change Proposal  
 EIC Equipment Installation Contractor  
 EIS Environmental Impact Statement  
 EM Engineering Manual  
 EPA Environmental Protection Agency

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ERA Ecological Risk Analysis  
 ERDEC Edgewood Research and Development Engineering Center  
 EVM Earned Value Management  
 EVMS Earned Value Management System  
 FAR Federal Acquisition Regulation  
 FCC Facilities Construction Certification  
 FCCB Field Configuration Control Board  
 FOTW Federally Owned Treatment Works  
 GAO General Accounting Office  
 GC Gas Chromatograph  
 GC/MS Gas Chromatograph/Mass Spectrometer  
 GFE Government Furnished Equipment  
 GP General Physics Corporation  
 GPL General Population Limit  
 GSBC General Services Administration Board of Contract Appeals  
 HA Hazard Analysis  
 HD Mustard Agent  
 HFE Human Factors Engineering  
 HHIM Health Hazard Inventory Module  
 HLE High Level Exposure  
 HLE High Level Explosive  
 HVAC Heating, Ventilating, and Air Conditioning  
 IAW In Accordance With  
 IBR Integrated Baseline Review  
 ICS Integrated Control System  
 IDIQ Indefinite Delivery Indefinite Quantity  
 IDS-- Intrusion Detection System  
 IG Inspector General  
 ILS Integrated Logistics Support  
 IOC Industrial Operations Command  
 IPR In Process Review  
 IRZ Immediate Response Zone  
 JACADS Johnston Atoll Chemical Agent Disposal System  
 JI Johnston Island  
 JMC Joint Munitions Command formally Operations Support Command (OSC)  
 LAN Local Area Network  
 LCO Limiting Condition of Operation  
 LSS Life Support Air System  
 MAC Months After Contract  
 MCD Military Construction Defense  
 MEL Master Equipment List  
 MFCR Minimal Functional Control Report  
 MHE Materials Handling Equipment  
 MINICAMS Mini Continuous Agent Monitoring System  
 MIS Management Information System  
 MOE Monitors, Observations, and Evaluations  
 MSDS Material Safety Data Sheet  
 NCIC National Crime Information Center  
 NECDF Newport Chemical Disposal Facility  
 NOV Notice of Violation  
 NPDES National Pollutant Discharge Elimination System  
 NRC Nuclear Regulatory Commission  
 NS Network Schedule  
 ODC Other Direct Costs  
 ODS Ozone Depleting Substance  
 O&M Operation and Maintenance  
 OHHP Occupational Health and Hygiene Plan  
 OSC Operational Support Command fromally Industrial Operations Command (IOC)  
 OSHA Occupational Safety and Health Administration  
 O&SHA Operating and Support Hazard Analysis  
 P&A Precision and Accuracy  
 PA Property Administrator  
 PAM Pamphlet  
 PAPR Powered Air Purifying Respirator  
 PARC Principal Assistant Responsible for Contracting

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PCO Procuring Contracting Officer  
PDAR Process Data Acquisition and Recording  
PDM Processing Diagram Method  
P.E. Professional Engineering  
PEC Performance Evaluation Committee  
PLQAP Programatic Laboratory Quality Assurance Plan  
PMCD Program Manager for Chemical Disposal  
PMCD Programatic Monitoring Concept Plan  
PMCS Program Manager for Chemical Stockpile  
PMCS Product Manager for Chemical Stockpile Disposal  
PMATA Product Manager for Alternative Technologies and Approaches  
PMB Personnel Maintenance Building  
POC Point of Contact  
POV Privately Owned Vehicle  
PPE Personal Protective Equipment  
PPMR Pilot Phase Monitoring Requirements  
QA Quality Assurance  
QAM Quality Assurance Manual  
QAPP Quality Assurance Program Plan  
QC Quality Control  
QD Quantity Distance  
QTO Quantity Takeoff  
RAFE Recommended Evaluated Award Fee Earned  
RAFT Recommended Evaluated Award Fee Total  
RAM Responsibility Allocation Matrix  
RAM Reliability, Availability, Maintainability  
R&D Research and Development  
RCRA Resource Conservation and Recovery Act  
RDT&E Research, Development, Test, and Evaluation  
RE Resident Engineer  
RFI Request for Information  
RFP Request for Proposal  
RIR Recordable Injury Rate  
RIR Recordable Incident Rate  
RMP Risk Management Program  
ROD Record of Decision  
SAIC Science Applications International Corporation  
SAIL Significant Activities and Items List  
SBR Sequence Batch Reactor  
SC Systems Contractor  
SCWO Supercritical Water Oxidation  
SHA Systems Hazard Analysis  
SOP Standing Operating System  
SOW Scope of Work  
SSEIS Site-Specific Environmental Impact Statement  
SSHA Subsystem Hazard Analysis  
SSIP System Safety Implementation Plan  
SSPP Systems Safety Program Plan  
SWEC Stone and Webster Engineering Corporation  
SB Small Business  
SDB Small Disadvantage Business  
TB Technical Bulletin  
TC Ton Container  
TEMP Test and Evaluation Master Plan  
TOCDF Tooele Chemical Agent Disposal Facility  
TSDF Treatment, Storage, and Disposal Facility  
TVA Tennessee Valley Authority  
TWA Time-Weighted Average  
TIC Technical Information Center  
2-D Two-Dimensional  
3-D Three-Dimensional  
USACE U.S. Army Corps of Engineers  
USACHPM U.S. Army Center for Health and Preventative Medicine  
USAESCH U.S. Army Engineering and Support Center, Huntsville  
UXO Unexploded Ordnance

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VOC Volatile Organic Compound  
VX Persistent Nerve Agent  
WBS Work Breakdown Structure

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For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

B-2 General

(a) The contract that will result from this solicitation will be a Task Order contract. It will be an indefinite delivery - indefinite quantity type which establishes a minimum amount, as set forth in 52.216-19 and I-195 of the solicitation, the Government will be required to order and a maximum amount the contractor is obligated to perform. FAR clauses 52.216-18, -19, and -22 located in Section I of this solicitation, should be reviewed as they provide the contractual language and requirements regarding placement of orders.

(b) The anticipated types of tasks that may be ordered under this contract are cost-plus-incentive-fee, cost-plus-award-fee, or cost-plus-fixed-fee or any combinations thereof. However, during the course of the contract it may also be appropriate to award some portions of the work on a firm-fixed-price, fixed-price-incentive, or fixed-price award fee basis or any combinations thereof. Additionally, specific task orders may also incorporate various cost and/or fixed-price combinations thereof. The basic contract contains the applicable clauses to support the various types of task orders that may be used. The contract type of the individual task order will be negotiated at time of task negotiation/award and the applicable clauses for the specific task order identified, by the Contracting Officer.

(c) All orders and order modifications issued or executed under this contract shall refer to this contract and shall be subject to the appropriate terms and conditions thereof.

(d) All non fee-bearing equipment, spare parts, utilities, and consumables, shall be purchased as a non-fee bearing purchase cost, and shall not be subject to fee. Similarly, all contractor travel and costs associated with the movement, storage, and sale of personal effects, household goods and automobiles, as allowed by the FAR, shall be costed as a non-fee bearing purchase costs, and shall not be subject to fee.

(e) Fee-bearing equipment is equipment that has been designed, modified, fabricated or assembled by the systems contractor to meet unique program needs. Equipment not meeting the definition of fee bearing shall not be considered fee bearing. This definition of fee bearing equipment shall flow through all subcontract levels. The Government will negotiate with the SC the eligibility of individual systems or equipment for fee recognition at the time of award of task orders.

(f) CLINS will be established as the individual task order(s) requiring the work are issued.

B-3 Task Orders and Ordering Procedures

(a) Only Contracting Officers of HQ, Joint Munitions Command (JMC) are authorized to issue Task Orders under this contract. The Systems Contractor shall not accept any contractual instruction by any person other than the Contracting Officer or the Contracting Officer's Representative acting within the limits of their authority. The Contracting Officer's Representatives will be so designated in writing to the Systems Contractor and the scope of their authority will be set forth in such written authorization.

(b) The Systems Contractor is not authorized to commence work or to procure or manufacture material until an order is issued by the Contracting Officer.

(c) Orders may be placed by issuance of a written order, by facsimile, or by electronic commerce methods.

(d) It is intended that all Task Orders will have costs/prices and fee definitized. It is intended that the award of the initial task order for Design will incorporate the cost proposal submitted (refer to Section L, Paragraph L.15.8) and negotiated at time of award of the basic contract. The Government will also utilize the proposed rate buildups for direct labor and materials and their associated

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assumptions and calculations as the basis for negotiation of future Task Orders.

(e) The issuance of an undefinitized Task Order by the Contracting Officer constitutes a binding contract and authorizes the Systems Contractor to proceed with performance. The Order will be considered issued when signed by the Contracting Officer and released for delivery to the Systems Contractor, or placed in the hands of the Systems Contractor or his authorized representative. The applicable clauses (Section I - FAR 52.216-23, -24, and -26) for an undefinitized Task Order are incorporated into this contract. The undefinitized Task Order will set forth the required delivery terms, other special terms and conditions, a ceiling cost which is based on quotes or proposals received from the Systems Contractor, and is subject to the FAR clause 52.216-24, Limitation of Liability. The definitization schedule will be contained in each undefinitized task order and will specify as a minimum the following information:

Receipt of Contractor's Proposal\_\_\_\_\_ (if not yet received)  
 Start of Negotiations\_\_\_\_\_  
 Completion of Negotiations\_\_\_\_\_  
 Target Definitization Date\_\_\_\_\_

Upon agreement of the negotiated definitization, the Contracting Officer will issue a definitized task order modification.

(f) No protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an order under this contract unless for a protest that the order increases the scope, period, or maximum value of the basic contract. Any complaints concerning the ordering procedures under this contract shall be addressed to the HQ, JMC Competition Advocate, Rock Island, IL 61299-6000.

**B-4 Funding, Consideration, and Payment**

(a) The Systems Contractor shall not exceed, with respect to work done under any written order issued hereunder, the estimated cost of the order or the period of performance specified therein without the approval of the Contracting Officer. Such approval shall be evidenced in writing by an appropriate modification to the applicable order prior to the expenditure of any additional hours and/or costs.

(b) The Systems Contractor is required to segregate costs by individual orders on this contract.

(c) In the event the Systems Contractor is authorized to perform services prior to definitization of an order, the Contractor is authorized to submit billing for these supplies and/or services. Such bill invoices shall be subject to FAR clause 52.216-26, Payments of Allowable Costs Before Definitization.

**B-5 Market Survey Prior to Operations and Closure**

The intent of this contract is to establish a long-term contractual relationship with the Systems Contractor for this multi-phased project starting with the design completion and ending with facility closure. Notwithstanding, the Contracting Officer will conduct a Market Survey prior to the operations phase to determine if a new competition is warranted for the operations and closure phases of the contract. Considering the commitment made to the long-term relationship, the criticality multi-phase integration, and other programmatic concerns, a formal competition will only be pursued if the Contracting Officer determines that there is a reasonable expectation that competition will result in substantial improvements in performance and/or cost.

**B-6 Contemplated Task Orders**

It is contemplated that Task Orders will primarily be executed for the following:

- Design Completion
- Construction
- Systemization/Pilot Testing
- Operations
- Closure

However, the Government reserves the right to award separate task orders for portions of the above phases when such efforts are required to ensure continuity of the project (e.g. delay in environmental permitting).

**B-7 FEE ARRANGEMENTS**

For the Task Orders that are awarded for the construction through closure phases, or portions of these particular phases, or other services provided under this contract, the maximum total fee potential a contractor can earn is 12 percent of the fee bearing costs. The Procuring Contracting Officer, at his/her discretion, has the unilateral right to establish up to one-third (4 percent) of the negotiated/maximum total potential fee (12 percent) to be an award fee for the Construction through Closure phases, or portions of these particular phases, or other services provided under this contract. HOWEVER, IN NO CASES SHALL THE TOTAL MAXIMUM FEE POTENTIAL OF THE FEE BEARING COSTS EXCEED THE ESTABLISHED FAR/STATUTORY LIMITATIONS FOR THE TYPE OF FUNDS AND CONTRACT TYPE.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
C-1 STATEMENT OF WORK: The statement of work entitled " Blue Grass Chemical Agent-Destruction Pilot Plant (BGCAPP), Section C - Scope of Work Revision G dated 3 February 2003" is contained as Attachment 001 of this solicitation. Attachment 001 is specifically incorporated herein and made a part hereof as though set forth in its entirety in the body of the solicitation and any resultant contract from this solicitation.

\*\*\* END OF NARRATIVE C 001 \*\*\*

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SECTION D - PACKAGING AND MARKING

D-1 Any applicable packing, packaging, and marking requirements shall be included in the Baisc Contract or any individual Task Order.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG1996) - ALTERNATE II (JUL 1985)	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-5	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-7	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with THE REQUIREMENTS OF THE STATEMENT OF WORK as detailed in Section C of the solicitation, which is in effect on the current date and incorporated into this contract.

(End of Clause)

(EF6001)

E-8 Any applicable inspection and acceptance requirements shall be included in the Basic Contract or any individual Task Order.

\*\*\* END OF NARRATIVE E 001 \*\*\*

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center">PIIN/SIIN   DAAA09-03-R-0062                      MOD/AMD</p>	<p align="right"><b>Page 16 of 84</b></p>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

\*\*\*"

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification NO.
(If none, insert NONE)	

\*\*\*

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander  
U.S. Army Joint Munitions Command (JMC)  
ATTN: AMSJM-CCE-B  
Rock Island, IL 61299-6000

(HF6011)

H-3 Engineering and Special Studies Services

Throughout the life cycle of the BGCAPP project, the Systems Contractor (SC) may be required to provide engineering expertise and/or resources to solving design, construction, systemization, operations, or closure problems that cannot be handled solely through Configuration Management or Value Engineering. In such an event or events, the Government shall execute a task order, under the authority of the this clause, in association with an Engineering Services Memorandum (ESM). An ESM is a document identifying additional Statement of Work (SOW) requirements for engineering services in support of the existing contract SOW. All ESM's must be awarded as a task order before any work on the ESM begins. The Contracting Officer shall be responsible for the execution of the ESM. The SC is required to report all performance in accordance with the requirements of the task order. All ESM's shall be closed out by the submission of a final report. The required format and data shall be specified in the task order. The total hours of the engineering



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**Name of Offeror or Contractor:**

services shall not exceed 10,000 for the life of the project unless a modified agreement is executed.

(End of Clause)

H-4 Design Task Order Fee Agreement

1. The BGCAPP contract task order is a cost reimbursable plus fee contract. The total fee pool for performance of the design efforts is established at \*\_\_\_\_\_percent of the definitized fee-bearing target costs.

2. The essential elements of the total fee pool are as follows:

a. Fixed Fee: Established at \*\_\_\_\_\_ percent of the definitized fee-bearing target costs.

DEFINITIZED FEE-BEARING COSTS	FIXED FEE PERCENTAGE	FIXED FEE POOL
\$*	*%	\$*

\*As proposed/negotiated

b. Performance Based Incentives(PBI): The PBI Fee Pool will be \*\_\_\_\_\_ percent of the definitized fee-bearing target cost. The PBI feel pool is allocated as follows: 50 percent related to schedule performance and 50 percent related to cost performance. Listed below are the PBI milestones and percentage of the fee pool attributed to each milestone for the design of the BGCAPP and the cost targets and percentage of fee pool attributed to each target related to cost performance. The SC can earn this portion of the PBI feel pool in whole or in part based on performance against the schedule shown in Table 1 below. The PBI pool will be allocated to each PBI in accordance to the weighting below. The amount of PBI will be determined at the completion of the PBI milestone. At that time the SC shall submit a request for payment to the ACO along with their assessment and rationale for the amount of payment. The ACO shall have ten days to assess the request and either accept or notify the SC, in writing, of any disagreement. Payment shall be made within 30 days of acceptance of the request for payment.

TOTAL PBI FEE POOL

DEFINITIZED FEE-BEARING TARGET COSTS	PBI FEE PERCENTAGE	TOTAL PBI FEE POOL
\$*	*%	\$*

\* As Proposed/negotiated

PBI SCHEDULE FEE POOL

TOTAL PBI FEE POOL	PERCENTAGE TO SCHEDULE	TOTAL SCHEDULE FEE POOL
\$*	50%	\$*

\*As Proposed/negotiated

PBI COST FEE POOL

TOTAL PBI FEE POOL	PERCENTAGE TO COST	TOTAL COST FEE POOL
\$*	50%	\$*

\* As Proposed/negotiated

TABLE 1

SCHEDULE INCENTIVE

PBI MILESTONES	DATE	TOTAL SCHEDULE FEE POOL	POOL SHARE %	SCHEDULE FEE POOL SHARE AMOUNT
TBD	*	\$*	TBD%	\$*
TBD	*	\$*	TBD%	\$*

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**Name of Offeror or Contractor:**

\* As Proposed/negotiated

PBI SCHEDULE MILESTONES

<p>PERCENT OF SCHEDULE FEE POOL <u>SHARE EARNED</u></p>	<p>PERFORMANCE AGAINST THE CONTRACT SCHEDULE <u>FOR THE PBI</u></p>
<p>TBD%</p> <p>TBD%</p>	

PBI COST FEE INCENTIVE

The SC can receive \$.20 for every dollar of actual cost of work performed that are less than (underrun) the Definitized Target Cost not to exceed the Total Cost Fee Pool of \$\_\_\_\_\*\_\_\_\_\_ and if actual cost of work performed meet or exceed (overrun) the Definitized Target Cost no PBI Cost Fee will be earned.

c. Upon definitization, the total fee pool will be established and maintained throughout the Design Phase of the BGCAPP project. This total fee pool amount will not be changed unless an increase or decrease in the scope of work impacts the definitized fee-bearing target cost by 10 percent or more.

\* As Proposed/negotiated

3. For the purposes of this agreement, fee-bearing costs include all allowable, allocable, and reasonable costs except those attributable to:

- a. Commercial equipment, spare parts, consumables.
- b. Contractor travel, personnel relocation cost, and any incentive type costs.

4. Contract Schedule: At the beginning of each PBI milestone period, the PBI milestone target date shall be reset by adding the established milestone duration to the actual start date of that milestone.

5. Revision of Dates:

a. The dates established above will be extended only for changes in scope or delays due to unforeseen causes beyond the control of or without the fault or negligence of the Systems Contractor and/or its subcontractors or suppliers. Examples of such causes include, but are not limited to:

- 1) Acts of God or of the public enemy.
- 2) Acts of the Government in either its sovereign or contractual capacity, including those excusable delays granted under effective contract clauses.
- 3) Delays of subcontractors or suppliers at any tier arising from the above.
- 4) The failure of the Government to adequately fund the contract activities to the levels necessary to meet the negotiated cost/schedule baseline.
- b. The dates shall not be extended for delays attributable to notices of violations to or failure to comply with safety procedures, environmental regulations, or permits.

c. Disagreements concerning the need for or the amount of time allotted for an excusable delay shall be subject to the Disputes Clause in accordance with FAR 52.233-1 and I-196 of this solicitation.

6. The PBI Milestones Definitions and Pool share shall be definitized within 60 days of award of the Design Task Order and shall be at the descretion of the contracting officer.

7. The effective date for this Agreement shall be the date of the contract modification incorporating this Agreement into the contract.

(End of Clause)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.202-1	DEFINITIONS (DEC 01) - ALTERNATE I (MAR 01)	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	FEB/2002
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-17	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) ALTERNATE II (OCT 1997)	OCT/1997
I-18	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 97) ALTERNATE I (OCT 97)	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-20	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-21	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-22	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-26	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-27	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2002
I-28	52.216-8	FIXED FEE	MAR/1997
I-29	52.216-9	FIXED FEE - CONSTRUCTION	MAR/1997
I-30	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	MAR/2000
I-31	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-32	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 01) ALTERNATE II (OCT 01)	OCT/2000
I-33	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-34	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-35	52.222-3	CONVICT LABOR	AUG/1996
I-36	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-37	52.222-6	DAVIS-BACON ACT	FEB/1995
I-38	52.222-7	WITHHOLDING OF FUNDS	FEB/1988
I-39	52.222-8	PAYROLLS AND BASIC RECORDS	FEB/1988
I-40	52.222-9	APPRENTICES AND TRAINEES	FEB/1988
I-41	52.222-10	COMPLIANCE WITH THE COPELAND ACT REQUIREMENTS	FEB/1988
I-42	52.222-11	SUBCONTRACTS (LABOR STANDARDS)	FEB/1988
I-43	52.222-12	CONTRACT TERMINATION-DEBARMENT	FEB/1988
I-44	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB/1988
I-45	52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB/1988
I-46	52.222-15	CERTIFICATION OF ELIGIBILITY	FEB/1988
I-47	52.222-16	APPROVAL OF WAGE RATES	FEB/1988
I-48	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-49	52.222.21	PROHIBITION OF SEGREGATION FACILITIES	FEB/1999
I-50	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-51	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB/1999
I-52	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-53	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-54	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001

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		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
I-55	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-56	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-57	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-58	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT	FEB/2002
I-59	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-60	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-61	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-62	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-63	52.224-2	PRIVACY ACT	APR/1984
I-64	52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIAL (MAY 02) ALT 1 (MAY 02)	MAY/2002
I-65	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-66	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-67	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-68	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-69	52.227-3	PATENT INDEMNITY	APR/1984
I-70	52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-71	52.228-2	ADDITIONAL BOND SECURITY	OCT/1997
I-72	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-73	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-74	52.228-8	LIABILITY AND INSURANCE - LEASED MOTOR VEHICLES	MAY/1999
I-75	52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT/1995
I-76	52.228-15	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION	JUL/2000
I-77	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-78	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-79	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-80	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-81	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-82	52.232-1	PAYMENTS	APR/1984
I-83	52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY/1997
I-84	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-85	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-86	52.232-11	EXTRAS	APR/1984
I-87	52.232.16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE III (MAR 2000)	MAR/2000
I-88	52.232-17	INTEREST	JUN/1996
I-89	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-90	52.232-20	LIMITATION OF COST	APR/1984
I-91	52.232-22	LIMITATION OF FUNDS	APR/1984
I-92	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-93	52.232-25	PROMPT PAYMENT	MAY/2001
I-94	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY/2001
I-95	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-96	52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-97	52.233-1	DISPUTES (JUL 02) - ALTERNATE I (DEC 91)	DEC/1998
I-98	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-99	52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)	AUG/1996
I-100	52.236-2	DIFFERING SITE CONDITIONS	APR/1984
I-101	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR/1984
I-102	52.236-5	MATERIAL AND WORKMANSHIP	APR/1984
I-103	52.236-6	SUPERINTENDANCE BY THE CONTRACTOR	APR/1984
I-104	52.236-7	PERMITS AND RESPONSIBILITIES	NOV/1991
I-105	52.236-8	OTHER CONTRACTS	APR/1984
I-106	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR/1984
I-107	52.236-10	OPERATIONS AND STORAGE AREAS	APR/1984
I-108	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR/1984
I-109	52.236-12	CLEANING UP	APR/1984
I-110	52.236-13	ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)	NOV/1991

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I-111	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR/1984
I-112	52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR/1984
I-113	52.236-16	QUANTITY SURVEYS	APR/1984
I-114	52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR/1984
I-115	52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR/1984
I-116	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984)	FEB/1997
I-117	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-118	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-119	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
I-120	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-121	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-122	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-123	52.242-13	BANKRUPTCY	JUL/1995
I-124	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-125	52.243-2	CHANGES - COST REIMBURSEMENT	AUG/1987
I-126	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)	AUG/1987
I-127	52.243-2	CHANGES (COST-REIMBURSEMENT) (AUG 1987) - ALTERNATE III (APR 1984)	AUG/1987
I-128	52.243-4	CHANGES	AUG/1987
I-129	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-130	52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)	AUG/1998
I-131	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-132	52.245-6	LIABILITY FOR GOVERNMENT PROPERTY (DEMOLITION SERVICES CONTRACTS)	APR/1984
I-133	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-134	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-135	52.246-12	INSPECTION OF CONSTRUCTION	AUG/1996
I-136	52.246-13	INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG/1996
I-137	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-138	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	FEB/1997
I-139	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I (APR 1984)	FEB/1997
I-140	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-141	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-142	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	JUN/2000
I-143	52.248-1	VALUE ENGINEERING (FEB 2000) - ALTERNATE I (APR 1984)	FEB/2000
I-144	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-145	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-146	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-147	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR/1984
I-148	52.249-14	EXCUSABLE DELAYS	APR/1984
I-149	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-150	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN/1991
I-151	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
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I-153	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-154	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-155	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-156	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-157	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-158	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-159	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-160	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-161	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998

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	DFARS	GOVERNMENT OF A TERRORIST COUNTRY	
I-162	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		
I-163	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
	DFARS		
I-164	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS	APR/1996
	DFARS	SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-165	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
	DFARS		
I-166	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-167	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-168	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-169	252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
	DFARS		
I-170	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
	DFARS		
I-171	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	DEC/1991
	DFARS		
I-172	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
	DFARS		
I-173	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-174	252.227-7000	NON-ESTOPPEL	OCT/1966
	DFARS		
I-175	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
	DFARS		
I-176	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED	JUN/1995
	DFARS	INFORMATION MARKED WITH RESTRICTIVE LEGENDS	
I-177	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
	DFARS		
I-178	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
	DFARS		
I-179	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
	DFARS		
I-180	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
	DFARS		
I-181	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-182	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
I-183	252.234-7001	EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
	DFARS		
I-184	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
	DFARS		
I-185	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-186	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
	DFARS		
I-187	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/1998
	DFARS		
I-188	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-189	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	MAR/2000
	DFARS	CONTRACTS)	
I-190	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
	DFARS		
I-191	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
	DFARS		
I-192	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	OCT/2002
	DFARS		

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I-193	252.251-7001 DFARS	USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES	DEC/1991

I-194      52.211-12      LIQUIDATED DAMAGES--CONSTRUCTION      SEP/2000  
 (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)  
 (IP6014)

I-195	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 97) ALTERNATE I (OCT 97)	OCT/1997
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\*\*\*

(b)(1) The Contractor shall submit cost or pricing data and supporting attachments in the following format: TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

(specify format for cost or pricing data other than the format required by Table 15-2 of FAR 15.804-6(b))  
 \*\*\*  
 (End of clause)

(IP6101)

I-196	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from THE DATE OF AWARD OF THE BASIC CONTRACT THROUGH FIVE YEARS FROM THE DATE OF THE BASIC CONTRACT.

\*\*\*  
 (End of Clause)

(IP6088)

I-197	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -  
 (1) Any order for a single item in excess of \$900 million;  
 (2) Any order for a combination of items in excess of \$2.0 billion; or  
 (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in



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paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(IF6089) (End of Clause)

I-198      52.216-22      INDEFINITE QUANTITY      OCT/1995  
\*\*\*

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the ordering period has expired for 60 months.

(IF6097) (End of clause)

I-199      52.216-23      EXECUTION AND COMMENCEMENT OF WORK      APR/1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(IF6055) (End of clause)

I-200      52.216-24      LIMITATION OF GOVERNMENT LIABILITY      APR/1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER dollars.

(IF6056) (End of clause)

I-201      52.222-2      PAYMENT FOR OVERTIME PREMIUMS      JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed a negotiated amount TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns in production equipment, or occasional production bottlenecks of a sporadic nature'

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit, department or section in which the requested overtime will be used, together with present workload,

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staffing, and other data of the affected unit sufficient to permit the contracting officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of the overtime would affect the performance or payments in connection with the other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\*\*\*

(End of Clause)

(IF6048)

I-202	52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	FEB/1999
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(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	TBD
---	-----

Goals for female participation for each trade	TBD
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\*\*\*

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is TBD.

(End of provision)

(IF6021)

I-203	52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY/1989
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In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS	MONETARY WAGE - FRINGE BENEFITS
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TO BE ESTABLISHED IN INDIVIDUAL TASK ORDER

(End of clause)

(IF6016)

I-204	52.225-8	DUTY-FREE ENTRY	FEB/2000
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\*\*\*

(g)(4) The notation:

UNITED STATES GOVERNMENT, HQ, OPERATIONS SUPPORT COMMAND, Duty-free entry to be claimed pursuant to Item No(s) TO BE

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ESTABLISHED IN EACH INDIVIDUAL TASK ORDER, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free certificates.

\*\*\*

(End of clause)

(IF6125)

I-205 52.225-9 BUY AMERICAN ACT CONSTRUCTION MATERIALS MAY/2002

\*\*\*

(b)(2) This requirement does not apply to the construction material or components listed by the Government as follows:

TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

(Contracting Officer to list applicable excepted materials or indicated "none").

\*\*\*

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICES COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
--------------------------------------	--------------------	----------	---------------------

Item 1:

Foreign construction material  
Domestic construction material

Item 2:

Foreign construction material  
Domestic construction material

(List name, address, telephone number, and contact for suppliers surveyed. Attach a copy of response; if oral, attach A summary.)

(Include other applicable supporting information.)

(\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry, certificate is issued).

(End of clause)

(IF6600)

I-206 52.225-11 BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS JUL/2002

\*\*\*

(b)(3) The requirements in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate "none")

\*\*\*

(d) FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS  
PRICE COMPARISON

Construction Material	Unit of	Price
Description	Measure	Quantity (Dollars)*

Item 1:

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Foreign construction  
 \_\_\_\_\_  
 material  
 Domestic construction  
 \_\_\_\_\_  
 material

Item 2:  
 Foreign construction  
 \_\_\_\_\_  
 material  
 Domestic construction  
 \_\_\_\_\_  
 material  
 (List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.)  
 (\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).)

\*\*\*  
  
 (End of clause)  
  
 (IF6120)

I-207                    52.229-8                    TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS                    MAR/1990  
 (a) Any tax or duty from which the United States Government is exempt by agreement with the Government of TBD, or from which the Contractor or any subcontractor under this contract is exempt under the laws of TBD, shall not constitute an allowable cost under this contract.  
  
 \*\*\*  
  
 (End of clause)

(IF6058)

I-208                    52.232-19                    AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR                    APR/1984  
 Funds are not presently available for performance under this contract beyond TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond TBD, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.  
  
 (End of clause)

(IF6068)

I-209                    52.236-1                    PERFORMANCE OF WORK BY THE CONTRACTOR                    APR/1984  
 The Contractor shall perform on the site, and with its own organization, work equivalent to at least TBD percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.  
  
 (End of clause)

(IF6025)

I-210                    52.236-4                    PHYSICAL DATA                    APR/1984  
 Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.  
  
 (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by N/A.

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(b) Weather conditions N/A.

(c) Transportation facilities N/A.

(d) N/A

(End of clause)

(IF6026)

I-211      52.247-1      COMMERCIAL BILL OF LADING NOTATIONS      APR/1984

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. TBD. This may be confirmed by contacting the Contracting Officer.

(End of clause)

(IF6065)

I-212      252.217-7027      CONTRACT DEFINITIZATION      OCT/1998  
DFARS

(a) A TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization: TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

Date for Submission of Proposal: TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

Date for Beginning of Negotiations: TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

Dates for submission of make-or-buy and subcontracting plans and cost or pricing data: TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER in no event to exceed TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER.

(End of clause)

(IA6702)

I-213      252.223-7007      SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES      SEP/1999  
DFARS

\*\*\* (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for

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the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE NATIONAL STOCK NUMBER SENSITIVITY/CATEGORY

AS SPECIFIED BY THE INDIVIDUAL TASK ORDER

\*\*\*

(End of clause)

(IA6200)

I-214 252.236-7001 CONTRACT DRAWINGS, AND SPECIFICATIONS AUG/2000  
DFARS

\*\*\*

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File and Drawings

TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

(End of clause)

(IA6501)

I-215 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997  
OR PRICING DATA-MODIFICATIONS

\*\*\*

(End of clause)

(IF7010)

I-216 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

\*\*\*

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in a manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) \_\_\_\_\_\*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\*The Contractor shall insert the name of the substance(s).

(End of clause)

(IF7098)

I-217 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG1998) AUG/1998

(End of clause)

(IF7006)

I-218 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

\*\*\*

(End of clause)

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(IF7045)

I-219

52.245-2

GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) - ALTERNATE I (APR 1984) (DEV 99-8)

DEC/1989

\*\*\*

(g)(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for the continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--\*\*\*

(End of clause)

(IF7109)

I-220

52.245-5

GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(CLASS DEV 99-00008)

JAN/1986

\*\*\*

(g)(5) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--\*\*\*

(End of clause)

(IF7120)

I-221

52.245-9

USE AND CHARGES (CLASS DEVIATION 99-00011)

APR/1984

\*\*\*

(End of clause)

(IF7007)

I-222

52.245-17

SPECIAL TOOLING (CLASS DEVIATION 99-00012)

APR/1984

\*\*\*

(End of clause)

(IF7110)

I-223

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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I-224      252.232-7007      LIMITATION OF GOVERNMENT'S OBLIGATION      AUG/1993  
DFARS

(a) Contract line items \_\_\_\_ through \_\_\_\_ are incrementally funded. For these item(s), the sum of \$ \_\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

\*\*\*

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

*On execution of contract	\$
*(month) (day), 199x	\$
*(month) (day), 199y	\$
*(month) (day), 199z	\$

\* TO BE INSERTED AFTER NEGOTIATION

(End of clause)

(IA7766)

I-225      252.243-7000      ENGINEERING CHANGE PROPOSALS      JUL/1997  
DFARS

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a 'not to exceed' cost or a 'not less than' cost and delivery adjustment. Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost.

(c) When the cost of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A completed SF 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), and

(2) At the time of agreement on cost, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7011)

I-226      252.243-7002      REQUESTS FOR EQUITABLE ADJUSTMENT      MAR/1998  
DFARS

\*\*\*

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.



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Name of Offeror or Contractor:

(Official's Name)

(Title)

\*\*\*

(End of clause)

(IA7035)

I-227	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	OSC		

\*\*\*

(End of clause)

(IS7025)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0062 <b>MOD/AMD</b>	<b>Page</b> 34 <b>of</b> 84
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**Name of Offeror or Contractor:**

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	BLUE GRASS CHEMICAL AGENT DESTRUCTION PILOT PLANT SECTION C- SCOPE OF WORK REVISION G	03-FEB-03	047	
Attachment 002	SECTION L - PROPOSAL PREPARATION INSTRUCTIONS	06-FEB-03		
Attachment 003	SECTION M- EVALUATION FACTORS FOR AWARD	06-FEB-03		
Attachment 004	SAMPLE DESIGN CRITERIA DOCUMENT	03-FEB-03		

Attachment 005      CONTRACT DATA REQUIREMENTS LISTING (CDRL's):

1. The System Contractor will assume full responsibility for the timely development and submission of all CDRL items to facilitate the specific technical, managerial, small business utilization and cost approaches developed to execute the requirements of any resulting contract. The current date of first submission (Block 12) or Schedule requirement (contained within Block 16) of the specific CDRL's may be revised as appropriate to support the overall approach proposed by the System Contractor. However, it is still the System Contractor's responsibility to insure compliance with all statutory and regulatory requirements associated with the CDRL's and their timely submission.

2. As part of the Task Order under which the Design Build Plan is awarded, the System Contractor shall prepare a schedule detailing the planned submission date/schedule and associated rationale for each CDRL listed in the solicitation. This plan shall be submitted to the Contracting Officer no later than 45 calendar days, unless an extension is granted by the Contracting Officer, after award of the design build plan task effort. The Government will provide comment back to the System Contractor within 15 days of receipt or a subsequent mutually agreeable date.

Attachment 006      BLUE GRASS CHEMICAL AGENT DESTRUCTION PILOT PLANT SECTION C-  
SCOPE OF WORK REVISION G REFERENCED ENCLOSURES TO ATTACHMENT 001  
(Codes, regulations and standards in Section C, Paragraph 3.8 are not included)

No.                      Title/Description

PMACWA Demonstration and EDS Summary Reports (a as noted)

- Summary of General Atomics Demonstration I Testing ERH, DSHS, and SCWO
- Summary of Parsons/Honeywell Demonstration I Testing RC&W, MPT, and ICB
- Summary of Parsons/Honeywell EDS I ICB Testing Final Technical Report
- Summary of Parsons/Honeywell EDS I CST Testing Final Technical Report
- Summary of Parsons/Honeywell EDS I PWS Testing Final Technical Report
- Summary of General Atomics EDS I Testing SCWO H and Tetrytol Campaigns
- Summary of General Atomics EDS I Testing ERH/DSH and SCWO GB, VX, and CompB/M28 Campaigns
- Summary of Eco Logic EDS II RDM Testing
- Summary of Foster Wheeler EDS II Testing TW SCWO and Evaporator/Crystallizer
- Summary of AEAT/CH2MHILL EDS II Testing - SILVER II
- Base Hydrolysis Process for the Destruction of Energetic Materials - Final Report
- Energetic Hydrolysis Demo I Test Report Cyclotol and Tetrytol (Pantex)
- M28 Hydrolysis Demo I Milestone Report Radford Army Ammunition Plant
- PMACWA Demo II/EDS I HD Hydrolysis Milestone Report
- PMACWA Demo I GB/VX NaOH Hydrolysate Production Final Report
- PMACWA Demo I/II and EDS I/II Test Data (by Unit Operation)

PMACWA Engineering Design Package Assessment Reports (a as noted)

- Design, Safety, Schedule, and Cost Assessment of General Atomics GATS Total Solution Final Technical Report (Sections 4.0, 5.0, and 6.0)
- Design, Safety, Schedule, and Cost Assessment of Eco Logic/Foster Wheeler/Kvaerner Total Solution Final Technical Report (Sections 4.0, 5.0, and 6.0)
- Design, Safety, Schedule, and Cost Assessment of AEAT/CH2MHILL Total Solution Final Technical Report (Sections 4.0, 5.0, and 6.0)

Technology Provider Demonstration and EDS Test Reports (a as noted)

- Eco Logic/Foster Wheeler Demonstration II Test Report GPCR and SCWO

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**Name of Offeror or Contractor:**

21. AEAT/CH2MHILL Demonstration II Test Report SILVER II
22. Parsons IITRI CATOX Report
- 23.1. Parsons 155 mm Projectile Burster Well Ram Initial Test Report
- 23.2. Parsons 155 mm Cavity Access Machine, Interim Draft Report - Shop Testing
24. General Atomics EDS I ERH/DSH and SCWO Test Report
25. Eco Logic EDS II GPCR Test Report Agent Analytical Methods Development
26. Eco Logic EDS II GPCR Test Report Elastomers
27. Eco Logic EDS II GPCR Test Report Explosivity
28. Eco Logic EDS II GPCR Test Report Metallurgy
29. Eco Logic EDS II M28 Propellant Grinding Test Report
30. Eco Logic EDS II RDM Test Report Detailed Function Test Report
31. Foster Wheeler EDS II TW SCWO Test Report Optimization
32. Foster Wheeler EDS II TW SCWO Test Report Evaporator/Crystallizer
33. Foster Wheeler EDS II TW SCWO Test Report GB Campaign Operability
34. Foster Wheeler EDS II TW SCWO Test Report VX Campaign Operability
35. Foster Wheeler EDS II TW SCWO Test Report H Campaign Operability
36. Foster Wheeler EDS II TW SCWO Test Report Process Monitoring Development
37. Foster Wheeler EDS II TW SCWO Test Report Investigation of HC/CO Emissions
38. Foster Wheeler EDS II TW SCWO Summary Report
39. AEAT/CH2MHILL EDS II Energetics Slurry White Paper
40. AEAT/CH2MHILL EDS II Water Jet Cutting/ Energetic Washout White Paper

Blue Grass Engineering/Design Information (a and b as noted)

41. PMACWA EDS II Blue Grass (GA Technology) Fast Path Alternative (a)
42. Blue Grass Generic Design Facilities Development Brochure and Drawings (b)
43. General Atomics Neut/SCWO/GPCR Final Preliminary Engineering Design Package (b)
44. Eco Logic/Foster Wheeler/Kvaerner Final Preliminary Engineering Design Package (b)
45. AEAT/CH2MHILL Electrochemical Oxidation Final Preliminary Engineering Design Package (b)
46. BGCDF Baseline Design (b)
47. ANCDF Baseline Design (b)

BGCAPP RFP Information (a and d as noted)

48. Sample BGCAPP Design Criteria (a)
49. Contract Data Requirement List (CDRLs) (a)
50. MCA/MCD and RDT&E Funding Split Example (a)
51. Work Breakdown Structure (a)
52. Blue Grass Chemical Activity Munitions Information for Paragraph 3.1 of Section C (a)

Independent Evaluation Reports (a and e as noted)

53. Blue Grass EDP Operational Risk Assessment Report (a)
54. Blue Grass AMSAA EDP Technical Assessment Report (a)
55. Blue Grass Mitretek EDP Safety Assessment (a)
56. NRC Review and Evaluation of Alternative Technologies for Demilitarization of Assembled Chemical Weapons (1999) (e)
57. NRC Evaluation of Demonstration Test Results of Alternative Technologies for Demilitarization of Assembled Chemical Weapons: A Supplemental Review (2000) (e)
58. NRC Evaluation of Demonstration Test Results of Alternative Technologies for Demilitarization of Assembled Chemical Weapons: A Supplemental Review for Demonstration II (2001) (e)
59. NRC Analysis of Engineering Design Studies for Demilitarization of Assembled Chemical Weapons at Pueblo Chemical Depot (2001) (e)
60. NRC Analysis of Engineering Design Studies for Demilitarization of Assembled Chemical Weapons at Blue Grass Army Depot (2002) (e)
61. NRC Update on Engineering Design Studies Evaluated in the NRC Report, Analysis of Engineering Design Studies for Demilitarization of Assembled Chemical Weapons at Blue Grass Army Depot: Letter Report (2002) (e)

Blue Grass Environmental Information (a as noted)

62. PMACWA Final Programmatic EIS
63. PMACWA Technology Resource Document for the Programmatic EIS
64. Blue Grass Draft Site Specific EIS

Cryofracture Reports (b as noted)

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Name of Offeror or Contractor:

- 65. Evaluation of Design Verification Test Results: Integrated Robot Tests Throughput Data Analysis
- 66. Evaluation of Design Verification Test Results: Cryobath and Material Transfer Robot (MTR) Subsystems
- 67. Evaluation of Design Verification Test Results: Unpack and Cryopretreatment Robot System
- 68. Evaluation of Design Verification Test Results: Phase II Munitions Cryofracture Tests
- 69. Evaluation of Design Verification Test Results: Cryo Press/Tooling Subsystem
- 70. Summary of Cryofracture Process Design Verification Tests
- 71. Munition Cooling Test Evaluation Report

Additional Agent Reports (a as noted)

- 72. PMACWA Electrically Charged Aerosol Decontamination System Final Report
- 73. Reactions of VX, GB, GD, and HD with Nanosize Al2O3. Formation of Aluminophosphonates (September 2000)
- 74. Solubility Studies in Support of HD Neutralization

Guidance Documents (a and c as noted)

- 75. Detonation Propagation Tests on Aqueous Slurries of TNT, Composition B, M-9 and M-10 (a)
- 76. Detonation Propagation tests on Aqueous Slurries of RDX: HMX M-1 and Nitrocellulose (a)
- 77. U.S. Army Program Manager for Chemical Stockpile Disposal - Guide to Systemization Planning (c)
- 78. Chemical Demilitarization Operations Manual, Rev 7 (a)
- 79. U.S. Army Project Manager for Chemical Stockpile Demilitarization Guide to Closure Planning Draft, Revision 0 (c)
- 80. PMCD JACADS Final Closure Plan (c)
- 81. USAESCH Specification 01451 Contractor Quality Control (a)
- 82. Guidance Manual for Research, Development, and Demonstration Permits under 40 CFR Section 270.65, EPA/530-SW-86-008, July 1986 (a)

PMATA Engineering and Test Documents (a as noted)

- 83. PMATA Engineering Scale Testing

BGAD Information (a as noted)

- 84. BGAD Toxic Chemical Leaker Report (Nov 2002)
- 85. Site-Specific Earthquake Ground Motion Evaluation At Blue Grass Chemical Depot
- 86. Geotechnical Report, Chemical Stockpile Disposal Program Facilities, Lexington-Bluegrass Depot, March 1991
- 87. Geotechnical Report, Chemical Stockpile Disposal Program Facilities, Pollution Abatement Site Blue Grass Army Depot, November 1995
- 88. BGCDF Earthwork Study September 1996
- 89. In-Situ Geophysical Investigation at the Proposed Chemical Demilitarization Facility, Lexington Bluegrass Army Depot, November 1995
- 90. Blue Grass Topographic Survey Data
- 91. BGAD Water Analysis
- 92. Blue Grass Army Depot (BGAD) Chemical Accident or Incident Response and Assistance (CAIRA) Plan
- 93. Map of Proposed Locations for BGCAPP Facilities
- 94. Map of BGCAPP Quantity Distance (QD) Arcs
- 95. Blue Grass Chemical Storage Permit Application
- 96. TSDF Survey Templates
- 97. GB Hydrolysate Analytical Method

Notes:

- a. Available on the GEO-CENTERS RFP Website
- b. Sent to bidders electronically (CD-ROM) with the RFP
- c. Available in hard copy upon request
- d. Available on the Operations Systems Command (OSC) RFP Website
- e. Available at the National Academies of Science Website

\*\*\* END OF NARRATIVE J 001 \*\*\*

ATTACHMENT 007 ADVANCE AGREEMENT NO.1- CONSTRUCTION PLANT AND EQUIPMENT COST

CONTRACT DAAA09-03-D-XXXX

ADVANCE AGREEMENT NO.1

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0062 <b>MOD/AMD</b>	<b>Page 37 of 84</b>
<b>Name of Offeror or Contractor:</b>		

Construction Plant and Equipment Cost

If the Systems Contractor (SC) requires construction equipment for contract performance, he shall adhere to this advance agreement. The SC may either furnish contractor-owned plant and equipment for this project, or rent the equipment. If third party equipment is utilized, it shall be subject to a formal rental agreement and be on a competitive basis (See FAR 31.105(c) and (d)(2)(ii)).

The SC shall prepare and submit a phased use plan for construction plant and equipment, indicating when he estimates the equipment will be delivered and removed from the job. No equipment in excess of this plan shall be delivered to the job site without approval of the Procuring Contracting Officer (PCO) or his designate. Furthermore, it is agreed that it is the responsibility of the SC to keep daily usage records on each piece of equipment.

If SC or subcontractor-owned plant and equipment, at any tier, are used, its costs shall be allowable as determined by applicable provisions of the Construction Equipment Ownership and Operating Expenses Schedule, Region V. The equipment rates so derived, along with mobilization and demobilization costs, will be compared to the cost of leased equipment and a decision made whether to employ contractor-owned equipment or to locally lease equipment. Both the Government and the SC have the right to refuse contractor-owned equipment.

Contractor-owned equipment shall be charged according to the following criteria (the criteria and rates determined shall be used as the basis of negotiated changes:

a. Transportation cost of contractor-owned equipment is a reimbursable item from the point of shipment by the SC to the project site and return transportation as actually performed to either the point of original shipment to the project, or to any point elected by the SC, provided, however, that (1) the returned shipping cost reimbursed shall not exceed the cost of shipment to the point of original shipment to the project, and (2) actual out-loading for shipment is accomplished within sixty (60) days after notification that the equipment is no longer needed unless extended by the PCO or his designate.

b. The Standby Rate will be charged for hours the equipment is on the project site in working condition and is not in operation for extended periods of time as agreed by the PCO or his designate and the SC.

c. The Operating Rate will be charged for all days or hours the equipment is in operation.

d. The Total Operating Hours shall not exceed the number of hours the necessary contractors personnel are on the project site.

e. The SC shall furnish all plant and equipment in such condition as to ensure its efficient, economical, and safe operation. If such equipment is not found in sound and workable condition (except for normal setup) to the satisfaction of the PCO or his designate when delivered to the site of the work, the period of payment therefore shall not begin until the equipment shall have been placed in sound and workable condition at no expense to the Government. If such equipment cannot be placed in sound and workable condition within a reasonable time, as determined by the PCO or his designate, the equipment shall be returned to its source of origin and no transportation charges for the shipment thereof, to or from the site of work, shall be paid.

f. Payment shall cease on a date to be established in writing by the PCO or his designate that the equipment is no longer needed. The date established will include a reasonable amount of time for dismantling and preparation for shipment.

g. Payment for time consumed for repairs in excess of time normally required for such repairs, as determined by the PCO or his designate, shall be deducted from the payment rate at the daily rate for each workday determined to be in excess. No such excess time shall be counted in less than one-day increments. When the PCO or his designate notifies the SC in writing that the amount of repairs or maintenance is excessive on a given piece of equipment, the Government shall make no further reimbursement for further repairs on that equipment. At such time as the equipment is placed in working condition satisfactory to the PCO or his designate, the equipment may be returned to operation at the established rates.

h. Except as limited by this agreement, costs of minor and running repairs, including parts for same, shall be considered part of the equipment rates. All such minor repairs shall be accomplished during the operational period prior to release of the equipment as may be required to maintain the equipment in condition for efficient and economical operation. Repairs and servicing will normally be accomplished during other than normal use time.

i. In the event of loss or destruction of any item of equipment while in operational status (to the extent that the PCO or his designate determines that rehabilitation is uneconomical), the payment period will be terminated and the SC will dispose of the equipment.

j. Any equipment used in the construction or administration of this contract which is not listed or comparable to the equipment in the Construction Ownership and Operating Expense Schedule" Region V, shall be established by mutual agreement based on purchase price, depreciation, maintenance, use, and ownership costs and salvage value. Leased equipment payments shall be reimbursed on actual cost basis supported by invoices from lessor. Costs of idle facilities or idle capacity of these facilities that are not inherently necessary to the performance of the contract shall not be allocable to this project either through direct charge or overhead pool except as provided in an existing Cost Accounting Standards Disclosure Statement. The provisions of FAR 31.105(c) and (d) apply to the SC

Name of Offeror or Contractor:

and/or subcontractor owned, or leased to own, equipment.

\_\_\_\_\_  
SYSTEM CONTRACTORS AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROCURING CONTRACTING OFFICER

\_\_\_\_\_  
DATE

\*\*\* END OF NARRATIVE J 002 \*\*\*

ATTACHMENT 008 ADVANCE AGREEMENT NO. 2- JOINT VENTURE OR LIMITED LIABILITY COMPANY (LLC) PARENT CORPORATION LIABILITY

CONTRACT DAAA09-03-D-XXXX

ADVANCE AGREEMENT NO. 2

Joint Venture or Limited Liability Company (LLC) Parent Corporation Liability

The Joint Venture or LLC agreement established between Company A and Company B for the Blue Grass Chemical Agent Disposal Pilot Plant, Solicitation DAAA09-03-R-0062, outlines the rights and liabilities for each of the joint venture or LLC parties. Both parties, representing (insert the name of the joint venture or LLC), acknowledge and agree that they will be held jointly and severally liable to the Government for the performance of the contractual requirements contained in Solicitation DAAA09-03-R-0062. In addition, both parties understand that the Government will not permit the conversion of the joint venture or LLC to a separate and distinct entity after the award of the contract.

\_\_\_\_\_  
President, Contractor A

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Contractor B

\_\_\_\_\_  
Date

\*\*\* END OF NARRATIVE J 003 \*\*\*

ATTACHMENT 009 ADVANCE AGREEMENT NO. 3- PostRetirement Benefits Other than Pensions

CONTRACT DAAA09-03-C-XXXX

ADVANCE AGREEMENT NO. 3

PostRetirement Benefits Other than Pensions

If PostRetirement Benefits (PRB) other than pensions are offered to its employees, the offeror shall include PRB in its offered prices. The Government will assume no responsibility for any PRB costs that are not included in the offered prices. Further, any unfunded PRB liability that exists at the time of contract termination shall be the sole responsibility of the contractor.

CONTRACTOR AUTHORIZED REPRESENTATIVE

DATE

PROCURING CONTRACTING OFFICER

DATE

\*\*\* END OF NARRATIVE J 004 \*\*\*  
ATTACHMENT 0010 WAGE DETERMINATION NO: 94-2221 REV (25) AREA: KY,LEXINGTON

WAGE DETERMINATION NO: 94-2221 REV (25) AREA: KY,LEXINGTON  
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
| WASHINGTON D.C. 20210  
|  
|  
| Wage Determination No.: 1994-2221  
William W.Gross Division of | Revision No.: 25  
Director Wage Determinations | Date Of Last Revision: 08/19/2002

State: Kentucky  
Area: Kentucky Counties of Anderson, Bath, Bell, Bourbon, Boyle, Breathitt, Casey, Clark, Clay, Estill, Fayette, Fleming, Franklin, Garrard, Green, Harlan, Harrison, Jackson, Jessamine, Knott, Knox, Laurel, Lee, Leslie, Letcher, Lincoln, Madison, Marion, McCreary, Menifee, Mercer, Montgomery, Morgan, Nicholas, Owen, Owsley, Perry, Powell, Pulaski, Robertson, Rockcastle, Rowan, Scott, Taylor, Washington, Wayne, Whitley, Wolfe, Woodford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.45
Accounting Clerk II	9.89
Accounting Clerk III	11.81
Accounting Clerk IV	12.67
Court Reporter	11.62
Dispatcher, Motor Vehicle	12.30
Document Preparation Clerk	9.34
Duplicating Machine Operator	9.34
Film/Tape Librarian	10.79
General Clerk I	7.73
General Clerk II	8.69
General Clerk III	9.49
General Clerk IV	10.66

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 40 of 84
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Name of Offeror or Contractor:			
Housing Referral Assistant		14.41	
Key Entry Operator I		9.20	
Key Entry Operator II		10.13	
Messenger (Courier)		8.42	
Order Clerk I		9.27	
Order Clerk II		9.69	
Personnel Assistant (Employment) I		9.66	
Personnel Assistant (Employment) II		10.85	
Personnel Assistant (Employment) III		11.88	
Personnel Assistant (Employment) IV		13.31	
Production Control Clerk		16.07	
Rental Clerk		10.35	
Scheduler, Maintenance		11.11	
Secretary I		11.11	
Secretary II		11.62	
Secretary III		14.41	
Secretary IV		18.80	
Secretary V		20.82	
Service Order Dispatcher		11.76	
Stenographer I		9.31	
Stenographer II		10.46	
Supply Technician		18.80	
Survey Worker (Interviewer)		10.82	
Switchboard Operator-Receptionist		9.06	
Test Examiner		11.62	
Test Proctor		11.62	
Travel Clerk I		9.82	
Travel Clerk II		10.31	
Travel Clerk III		10.79	
Word Processor I		9.19	
Word Processor II		10.31	
Word Processor III		11.94	
Automatic Data Processing Occupations			
Computer Data Librarian		9.38	
Computer Operator I		10.24	
Computer Operator II		11.50	
Computer Operator III		12.76	
Computer Operator IV		14.25	
Computer Operator V		15.76	
Computer Programmer I (1)		14.44	
Computer Programmer II (1)		17.95	
Computer Programmer III (1)		21.89	
Computer Programmer IV (1)		26.49	
Computer Systems Analyst I (1)		19.13	
Computer Systems Analyst II (1)		23.14	
Computer Systems Analyst III (1)		27.62	
Peripheral Equipment Operator		11.10	
Automotive Service Occupations			
Automotive Body Repairer, Fiberglass		16.32	
Automotive Glass Installer		13.52	
Automotive Worker		13.52	
Electrician, Automotive		14.14	
Mobile Equipment Servicer		12.29	
Motor Equipment Metal Mechanic		16.67	
Motor Equipment Metal Worker		13.52	
Motor Vehicle Mechanic		16.67	
Motor Vehicle Mechanic Helper		11.65	
Motor Vehicle Upholstery Worker		12.87	
Motor Vehicle Wrecker		13.52	
Painter, Automotive		14.14	
Radiator Repair Specialist		13.52	
Tire Repairer		11.87	
Transmission Repair Specialist		16.67	
Food Preparation and Service Occupations			
Baker		8.84	



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0062 MOD/AMD	Page 41 of 84
<b>Name of Offeror or Contractor:</b>		
Cook I	8.02	
Cook II	8.84	
Dishwasher	7.82	
Food Service Worker	7.49	
Meat Cutter	11.19	
Waiter/Waitress	7.02	
Furniture Maintenance and Repair Occupations		
Electrostatic Spray Painter	15.84	
Furniture Handler	11.23	
Furniture Refinisher	15.84	
Furniture Refinisher Helper	13.01	
Furniture Repairer, Minor	14.51	
Upholsterer	15.84	
General Services and Support Occupations		
Cleaner, Vehicles	7.55	
Elevator Operator	7.90	
Gardener	9.22	
House Keeping Aid I	7.18	
House Keeping Aid II	7.90	
Janitor	7.90	
Laborer, Grounds Maintenance	8.46	
Maid or Houseman	7.18	
Pest Controller	9.60	
Refuse Collector	7.90	
Tractor Operator	9.64	
Window Cleaner	8.46	
Health Occupations		
Dental Assistant	10.93	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.09	
Licensed Practical Nurse I	11.02	
Licensed Practical Nurse II	12.36	
Licensed Practical Nurse III	13.83	
Medical Assistant	11.24	
Medical Laboratory Technician	12.36	
Medical Record Clerk	9.77	
Medical Record Technician	13.54	
Nursing Assistant I	8.21	
Nursing Assistant II	9.23	
Nursing Assistant III	10.07	
Nursing Assistant IV	11.30	
Pharmacy Technician	12.18	
Phlebotomist	12.36	
Registered Nurse I	17.13	
Registered Nurse II	20.97	
Registered Nurse II, Specialist	20.97	
Registered Nurse III	25.37	
Registered Nurse III, Anesthetist	25.37	
Registered Nurse IV	30.38	
Information and Arts Occupations		
Audiovisual Librarian	19.88	
Exhibits Specialist I	15.65	
Exhibits Specialist II	19.33	
Exhibits Specialist III	23.57	
Illustrator I	14.26	
Illustrator II	17.68	
Illustrator III	21.56	
Librarian	20.23	
Library Technician	10.82	
Photographer I	12.39	
Photographer II	13.84	
Photographer III	17.16	
Photographer IV	20.92	
Photographer V	25.39	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	7.38	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0062 MOD/AMD	Page 42 of 84
<b>Name of Offeror or Contractor:</b>		
Counter Attendant	7.38	
Dry Cleaner	9.13	
Finisher, Flatwork, Machine	7.38	
Presser, Hand	7.38	
Presser, Machine, Drycleaning	7.38	
Presser, Machine, Shirts	7.38	
Presser, Machine, Wearing Apparel, Laundry	7.38	
Sewing Machine Operator	9.84	
Tailor	10.45	
Washer, Machine	7.76	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)	15.84	
Tool and Die Maker	19.03	
Material Handling and Packing Occupations		
Forklift Operator	14.03	
Fuel Distribution System Operator	13.75	
Material Coordinator	10.99	
Material Expediter	10.99	
Material Handling Laborer	13.80	
Order Filler	10.51	
Production Line Worker (Food Processing)	9.10	
Shipping Packer	11.23	
Shipping/Receiving Clerk	10.68	
Stock Clerk (Shelf Stocker; Store Worker II)	11.57	
Store Worker I	8.93	
Tools and Parts Attendant	8.99	
Warehouse Specialist	8.99	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	17.29	
Aircraft Mechanic Helper	13.49	
Aircraft Quality Control Inspector	17.98	
Aircraft Servicer	15.05	
Aircraft Worker	15.73	
Appliance Mechanic	16.43	
Bicycle Repairer	13.70	
Cable Splicer	19.02	
Carpenter, Maintenance	16.42	
Carpet Layer	15.73	
Electrician, Maintenance	17.29	
Electronics Technician, Maintenance I	18.39	
Electronics Technician, Maintenance II	19.35	
Electronics Technician, Maintenance III	20.28	
Fabric Worker	15.05	
Fire Alarm System Mechanic	17.29	
Fire Extinguisher Repairer	14.18	
Fuel Distribution System Mechanic	17.29	
General Maintenance Worker	15.73	
Heating, Refrigeration and Air Conditioning Mechanic	17.64	
Heavy Equipment Mechanic	17.29	
Heavy Equipment Operator	17.29	
Instrument Mechanic	17.29	
Laborer	7.90	
Locksmith	16.43	
Machinery Maintenance Mechanic	17.29	
Machinist, Maintenance	17.29	
Maintenance Trades Helper	13.49	
Millwright	19.02	
Office Appliance Repairer	16.43	
Painter, Aircraft	16.43	
Painter, Maintenance	16.43	
Pipefitter, Maintenance	17.51	
Plumber, Maintenance	16.64	
Pneudraulic Systems Mechanic	17.29	
Rigger	17.29	
Scale Mechanic	15.73	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0062 MOD/AMD	Page 43 of 84
<b>Name of Offeror or Contractor:</b>		
Sheet-Metal Worker, Maintenance	17.29	
Small Engine Mechanic	15.73	
Telecommunication Mechanic I	17.29	
Telecommunication Mechanic II	17.98	
Telephone Lineman	17.29	
Welder, Combination, Maintenance	17.29	
Well Driller	17.29	
Woodcraft Worker	17.29	
Woodworker	14.18	
Miscellaneous Occupations		
Animal Caretaker	8.34	
Carnival Equipment Operator	9.64	
Carnival Equipment Repairer	10.00	
Carnival Worker	7.79	
Cashier	7.94	
Desk Clerk	9.05	
Embalmer	16.57	
Lifeguard	9.42	
Mortician	18.23	
Park Attendant (Aide)	11.84	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.26	
Recreation Specialist	12.57	
Recycling Worker	9.64	
Sales Clerk	9.31	
School Crossing Guard (Crosswalk Attendant)	6.24	
Sport Official	8.86	
Survey Party Chief (Chief of Party)	15.62	
Surveying Aide	9.20	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.86	
Swimming Pool Operator	11.03	
Vending Machine Attendant	9.64	
Vending Machine Repairer	11.19	
Vending Machine Repairer Helper	9.64	
Personal Needs Occupations		
Child Care Attendant	9.80	
Child Care Center Clerk	12.40	
Chore Aid	7.04	
Homemaker	14.66	
Plant and System Operation Occupations		
Boiler Tender	16.67	
Sewage Plant Operator	15.84	
Stationary Engineer	16.67	
Ventilation Equipment Tender	13.01	
Water Treatment Plant Operator	15.84	
Protective Service Occupations		
Alarm Monitor	11.85	
Corrections Officer	14.32	
Court Security Officer	14.50	
Detention Officer	13.71	
Firefighter	13.71	
Guard I	7.67	
Guard II	8.59	
Police Officer	14.75	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	10.65	
Hatch Tender	10.65	
Line Handler	10.65	
Stevedore I	9.18	
Stevedore II	11.10	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.21	
Air Traffic Control Specialist, Station (2)	19.46	
Air Traffic Control Specialist, Terminal (2)	21.43	
Archeological Technician I	13.91	
Archeological Technician II	15.66	

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#### Name of Offeror or Contractor:

Archeological Technician III	19.33
Cartographic Technician	18.14
Civil Engineering Technician	17.11
Computer Based Training (CBT) Specialist/ Instructor	19.84
Drafter I	12.43
Drafter II	14.40
Drafter III	15.58
Drafter IV	19.33
Engineering Technician I	11.29
Engineering Technician II	12.67
Engineering Technician III	16.01
Engineering Technician IV	17.56
Engineering Technician V	21.46
Engineering Technician VI	25.97
Environmental Technician	15.02
Flight Simulator/Instructor (Pilot)	23.14
Graphic Artist	18.70
Instructor	19.81
Laboratory Technician	12.86
Mathematical Technician	19.42
Paralegal/Legal Assistant I	15.63
Paralegal/Legal Assistant II	22.17
Paralegal/Legal Assistant III	27.10
Paralegal/Legal Assistant IV	32.80
Photooptics Technician	17.16
Technical Writer	27.34
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	14.60
Weather Observer, Senior (3)	16.19
Weather Observer, Upper Air (3)	14.60
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.93
Parking and Lot Attendant	6.25
Shuttle Bus Driver	9.81
Taxi Driver	9.04
Truckdriver, Heavy Truck	17.61
Truckdriver, Light Truck	9.81
Truckdriver, Medium Truck	14.88
Truckdriver, Tractor-Trailer	16.01

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0062 <b>MOD/AMD</b>	<b>Page 45 of 84</b>
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**Name of Offeror or Contractor:**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0062 <b>MOD/AMD</b>	<b>Page 46 of 84</b>
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**Name of Offeror or Contractor:**

obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Name of Offeror or Contractor:

ATTACHMENT 011

General Decision Number KY020029

\*\*\* END OF NARRATIVE J 005 \*\*\*

General Decision Number KY020029

Superseded General Decision No. KY010029

State: Kentucky  
Construction Type:  
BUILDING

County(ies):

BRACKEN	HART	OLDHAM
BULLITT	HENDERSON	OWEN
CARROLL	HENRY	ROBERTSON
CARTER	LARUE	ROWAN
FLEMING	LAWRENCE	SHELBY
GALLATIN	LEWIS	SPENCER
GRANT	MADISON	TAYLOR
GREEN	MARION	TRIMBLE
GREENUP	MASON	WASHINGTON
HANCOCK	NELSON	

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002
1	04/05/2002
2	05/03/2002
3	06/21/2002
4	07/05/2002
5	08/16/2002
6	09/13/2002
7	10/04/2002
8	11/08/2002
9	01/10/2003
10	01/17/2003

COUNTY(ies):

BRACKEN	HART	OLDHAM
BULLITT	HENDERSON	OWEN
CARROLL	HENRY	ROBERTSON
CARTER	LARUE	ROWAN
FLEMING	LAWRENCE	SHELBY
GALLATIN	LEWIS	SPENCER
GRANT	MADISON	TAYLOR
GREEN	MARION	TRIMBLE
GREENUP	MASON	WASHINGTON
HANCOCK	NELSON	

ASBE0008C 07/01/2002

Rates

Fringes

BRACKEN, FLEMING, GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:

ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)

23.07

7.80

ASBE0037C 04/01/2002

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**Name of Offeror or Contractor:**

HANCOCK & HENDERSON COUNTIES:

	Rates	Fringes
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ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)

	24.35	8.81
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ASBE0051B 10/01/2002

	Rates	Fringes
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BULLITT, CARROLL, GREEN, HART, HENRY, LARUE, MADISON, MARION, NELSON, OLDHAM, SHELBY, SPENCER, TAYLOR, TRIMBLE & WASHINGTON COUNTIES:

ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)

	21.78	7.34
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ASBE0080B 06/01/2002

	Rates	Fringes
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CARTER, GREENUP, LAWRENCE, LEWIS & ROWAN COUNTIES:

INSULATORS/ASBESTOS WORKERS (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)

	24.73	10.00
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ASBE0207C 06/01/2002

	Rates	Fringes
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CARTER, GREENUP, LAWRENCE, LEWIS & ROWAN COUNTIES:

HAZARDOUS MATERIAL HANDLERS (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)

	16.60	5.10
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ASBE0207S 07/01/2002

	Rates	Fringes
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HAZARDOUS MATERIAL HANDLERS (Includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems):

BRACKEN, FLEMING, GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES

	17.50	6.25
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ASBE2070A 06/01/2002

	Rates	Fringes
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HANCOCK & HENDERSON COUNTIES:



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Name of Offeror or Contractor:		
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)		
	16.60	5.70
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ASBE2070D 06/01/2002		
	Rates	Fringes
BULLITT, CARROLL, GREEN, HART, HENRY, LARUE, MADISON, MARION, NELSON, OLDHAM, SHELBY, SPENCER, TAYLOR, TRIMBLE & WASHINGTON COUNTIES:		
HAZARDOUS MATERIAL HANDLERS (Includes preparation, wetting, stripping, removal, scrapping, vacuuming,		
bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)		
	14.80	5.70
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BOIL0040A 10/01/2002		
	Rates	Fringes
BOILERMAKERS		
	27.15	12.70
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BRIN0004B 04/01/2002		
	Rates	Fringes
HANCOCK, HART, & HENDERSON COUNTIES:		
BRICKLAYERS		
	24.15	6.55
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BRIN0004G 04/01/2001		
	Rates	Fringes
HANCOCK & HENDERSON COUNTIES:		
MARBLE SETTERS; TERRAZZO WORKERS; & TILE SETTERS		
	21.69	6.60
MARBLE SETTERS' FINISHERS; TERRAZZO WORKERS' FINISHERS; & TILE SETTERS' FINISHERS		
	16.49	6.60
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BRKY0001B 06/01/2001		
	Rates	Fringes
BULLITT, CARROLL, HENRY, LARUE, MARION, NELSON, OLDHAM, SHELBY, SPENCER & TRIMBLE COUNTIES:		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS		
	20.00	5.43
LAYOUT MAN; & SAWMAN		
	20.25	5.43
REFRACTORY; & ACID BRICK		
	20.50	5.43
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BRKY0001D 06/01/2001		
	Rates	Fringes
BULLITT, CARROLL, HENRY, LARUE, MARION, NELSON, OLDHAM, SHELBY, SPENCER & TRIMBLE COUNTIES:		

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0062 <b>MOD/AMD</b>	<b>Page 50 of 84</b>
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**Name of Offeror or Contractor:**

MARBLE SETTERS; TERRAZZO WORKERS;  
& TILE SETTERS 19.59 3.65  
MARBLE, TERRAZZO & TILE FINISHERS 13.34 3.05  
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BRKY0002C 06/01/2002  
Rates Fringes  
BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

BRICKLAYERS; CAULKERS; CLEANERS;  
  
POINTERS & STONEMASONS 22.96 7.39  
REFRACTORY 23.46 7.39  
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BRKY0002D 05/01/2002  
Rates Fringes  
BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

MARBLE SETTERS,  
TERRAZZO WORKERS & TILE SETTERS 24.42 6.34  
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BRKY0002H 05/01/2002  
Rates Fringes  
BRACKEN, GALLATIN, GRANT, LEWIS & MASON COUNTIES:

MARBLE, TERRAZZO & TILE FINISHERS:  
Finishers 19.98 6.34  
  
Marble Sanders, Polishers, Waxers,  
& Sawyers 20.05 6.34  
  
Terrazzo Base Grinders (While  
operating base grinding machine) 20.40 6.34  
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BRKY0007B 06/01/2001  
Rates Fringes  
CARTER, FLEMING, GREENUP, LAWRENCE, LEWIS & ROWAN COUNTIES:

BRICKLAYERS; CAULKERS; CLEANERS;  
MARBLE SETTERS; POINTERS;  
STONEMASONS; TERRAZZO WORKERS; &  
TILE SETTERS 23.04 8.32  
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BRKY0007F 06/01/2000  
Rates Fringes  
CARTER, FLEMING, GREENUP, LAWRENCE & ROWAN COUNTIES:

MARBLE, TERRAZZO & TILE FINISHERS 19.09 4.96  
TERRAZZO BASE GRINDERS 19.51 4.96  
MARBLE SANDERS & POLISHERS 19.16 4.96  
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BRKY0017A 06/01/2001  
Rates Fringes  
GREEN, MADISON, OWEN, TAYLOR & WASHINGTON COUNTIES:

BRICKLAYERS; CAULKERS; CLEANERS;  
POINTERS; & STONEMASONS 18.75 5.55  
  
LAYOUT/SAWMEN 19.00 5.55

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**Name of Offeror or Contractor:**

REFRACTORY/ACID BRICK/GLASS 19.25 5.55

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BRKY0017B 06/01/2002  
Rates Fringes  
GREEN, MADISON, ROWAN, TAYLOR & WASHINGTON COUNTIES:

MARBLE SETTERS; TERRAZZO WORKERS;  
& TILE SETTERS 19.19 4.75

MARBLE, TERRAZZO & TILE FINISHERS 12.89 4.15

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CARP0064C 06/01/2002  
Rates Fringes  
BULLITT, CARROLL, GALLATIN, HART, HENRY, LARUE, MARION, NELSON,  
OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:

CARPENTERS 19.00 7.07  
PILEDRIVERMEN 19.25 7.07

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CARP0472B 06/01/2002  
Rates Fringes  
CARTER, FLEMING, GREENUP, LAWRENCE, LEWIS, MASON, ROBERTSON &  
ROWAN COUNTIES:

CARPENTERS; SOFT FLOOR LAYERS 19.06 12.08  
PILEDRIVERMEN 19.46 12.08

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CARP0549A 06/01/2002  
Rates Fringes  
HANCOCK & HENDERSON COUNTIES:

CARPENTERS; SOFT FLOOR LAYERS 18.05 6.59  
PILEDRIVERMEN 18.30 6.59

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CARP1031B 06/01/2002  
Rates Fringes  
GREEN, MADISON, OWEN & TAYLOR COUNTIES:

MILLWRIGHTS 19.50 9.53

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CARP1031I 06/01/2002  
Rates Fringes  
CARTER, FLEMING, GREENUP, LAWRENCE, LEWIS, MASON, ROBERTSON &  
ROWAN COUNTIES:

MILLWRIGHTS 20.79 14.04

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CARP1031K 06/01/2002  
Rates Fringes  
BULLITT, CARROLL, GALLATIN, HART, HENRY, LARUE, MARION, NELSON,  
  
OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:

MILLWRIGHTS 22.25 10.30

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Name of Offeror or Contractor:

CARP1066D 09/01/1999		
	Rates	Fringes
BRACKEN & GRANT COUNTIES:		
MILLWRIGHTS	21.90	7.92
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CARP1080F 06/01/2001		
	Rates	Fringes
HANCOCK & HENDERSON COUNTIES:		
MILLWRIGHTS	20.50	8.97
-----		
CARP1311E 06/01/2000		
	Rates	Fringes
BRACKEN & GRANT COUNTIES:		
CARPENTERS & PILEDRIVERMEN:		
(Does not include Walls & Ceiling Work)	19.22	4.77
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CARP1311N 07/01/2000		
	Rates	Fringes
BRACKEN & GRANT COUNTIES:		
CARPENTERS & LATHERS:		
(Walls & Ceiling Work only)	18.99	4.98
-----		
CARP1650A 06/01/2002		
	Rates	Fringes
GREEN, MADISON, OWEN & TAYLOR COUNTIES:		
CARPENTERS	16.63	6.08
PILEDRIVERMEN	17.13	6.08
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ELEC0071Q 01/01/2001		
	Rates	Fringes
BRACKEN, GALLATIN & GRANT COUNTIES:		
LINE CONSTRUCTION:		
Lineman	24.10	6.66
Equipment Operator	21.69	6.21
Groundman	15.67	5.10
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ELEC0212H 05/28/2001		
	Rates	Fringes
BRACKEN, GALLATIN & GRANT COUNTIES:		
ELECTRICIANS	23.53	7.20
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ELEC0212L 01/18/1998		
	Rates	Fringes
BRACKEN, GALLATIN & GRANT COUNTIES:		
ELECTRICAL SIGN & LUMINOUS BUILDING INSTALLER		
	12.88	1.03+a

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0062 <b>MOD/AMD</b>	<b>Page 53 of 84</b>
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**Name of Offeror or Contractor:**

FOOTNOTE:

- a. 9 Paid Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day & New Year's Eve

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ELEC0212Q 11/01/2000		
	Rates	Fringes
BRACKEN, GALLATIN & GRANT COUNTIES:		
SOUND COMMUNICATIONS:		
Installer	18.00	3.475
Cable Puller	9.00	2.64
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ELEC0317E 05/30/2001		
	Rates	Fringes
CARTER, LAWRENCE & ROWAN COUNTIES:		
ELECTRICIANS:		
Electricians	23.11	11.04
Cable Splicers	24.27	11.08
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ELEC0317F 06/01/2000		
	Rates	Fringes
CARTER, FLEMING, GREENUP, LAWRENCE, LEWIS & ROWAN COUNTIES:		
LINE CONSTRUCTION:		
Linemen	21.68	9.76
Cable Splicers	24.09	9.84
Equipment Operators	17.34	9.61
Groundmen	14.09	9.49
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ELEC0369D 06/05/2002		
	Rates	Fringes
BULLITT, CARROLL, GREEN, HART, HENRY, LARUE, MADISON, MARION, NELSON, OLDHAM, OWEN, ROBERTSON, SHELBY, SPENCER, TAYLOR, TRIMBLE & WASHINGTON COUNTIES:		
ELECTRICIANS	24.25	8.24
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ELEC0369F 06/01/1998		
	Rates	Fringes
BULLITT, CARROLL, GREEN, HART, HENRY, LARUE, MADISON, MARION, NELSON, OLDHAM, OWEN, ROBERTSON, SHELBY, SPENCER, TAYLOR, TRIMBLE & WASHINGTON COUNTIES:		
LINE CONSTRUCTION:		
Linemen; Equipment Operators; &		
Line Truck Operators	20.94	5.28
Backhoes	16.76	4.70
Trenchers	15.72	4.66
Truck Drivers	14.67	4.41
Groundmen	13.00	4.19
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ELEC0575B 01/01/2003		
	Rates	Fringes
FLEMING, GREENUP, LEWIS & MASON COUNTIES:		

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**Name of Offeror or Contractor:**

ELECTRICIANS	26.80	7.33
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ELEC0575E 06/03/2002		
	Rates	Fringes

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

SOUND AND COMMUNICATIONS:		
Installer	18.66	4.44
Cable Puller	9.85	4.18

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ELEC1701A 06/01/2002		
	Rates	Fringes

HANCOCK & HENDERSON COUNTIES:

ELECTRICIANS:		
Electricians	23.45	8.59
Heilarc Welding; & Cable Splicing	23.70	8.64

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ELEC1701B 09/01/1998		
	Rates	Fringes

HANCOCK & HENDERSON COUNTIES:

LINE CONSTRUCTION:		
Lineman	15.46	1.79
Cable Splicer	16.25	1.82
Operators: Mechanized Equipment		
Hole Digging Equipment	13.29	1.72
Line Truck with Power Earth		
Boring Auger	10.75	1.63
Truck with Winch or Pole & Steel		
Handling; Groundman	8.77	1.56
Truck without Winch	6.54	1.48

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ELEV0020B 10/01/2001		
	Rates	Fringes

CARROLL, HENRY, MADISON, OLDHAM, OWEN, SHELBY, SPENCER & TRIMBLE COUNTIES:

ELEVATOR MECHANICS	25.755	7.455+a+b
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FOOTNOTES:

a. Seven Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years.

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ELEV0061B 06/21/1998		
	Rates	Fringes

HENDERSON COUNTY:

ELEVATOR MECHANICS	21.51	6.12+a+b
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FOOTNOTES:

a. 7 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day, Thanksgiving Day; the Day after

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**Name of Offeror or Contractor:**

Thanksgiving; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years

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ENGI0181K 06/01/2002		
	Rates	Fringes
BRACKEN, CARTER, FLEMING, GRANT, GREENUP, LAWRENCE, LEWIS, MASON, ROBERTSON & ROWAN COUNTIES:		
POWER EQUIPMENT OPERATORS:		
GROUP 1	21.96	8.52
GROUP 2	22.53	8.52
GROUP 3	18.85	8.52
GROUP 4	17.97	8.52
POWER EQUIPMENT OPERATOR CLASSIFICATIONS		
GROUP 1 - Auto Patrol; Batch Plant; Bituminous Paver; Cableway; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or over); Concrete Pump; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching and Trenching Machine; Dragline; Dredge; Dredge Engineer; Elevating Grader and all types of Loaders; Hoe type Machine; Hoist (1 Drum when used for		
stack or chimney construction or repair); Hoisting Engine (2 or more Drums); Locomotive; Motor Scraper; Carry-all Scoop; Bulldozer; Mechanic; Orangepeel Bucket; Piledriver; Power Blade; Motor Grader; Roller (Bituminous); Scarifier; Shovel; Tractor Shovel; Truck Crane; Winch Truck; Push Dozer; Highlift; Forklift (Regardless of lift height & except when used for masonry construction); Boom Cat; Core Drill; Hopto; Tow or Push Boat; A-frame Winch Truck; Concrete Paver; Gradeall; Hoist; Hyster; Pumpcrete; Ross Carrier; Boom; Tail Boom; Rotary Drill; Hydro Hammer; Mucking Machine; Rock Spreader (Attached to equipment); Scoopmobile; Kecal Loader; Tower Crane (French, German & other types); Hydrocrane; Backfiller; Gurry; Sub-grader; & Tunnel Mining Machine, including Moles, Shields or Similar Types of Tunnel Mining Equipment		
GROUP 2 - Cable Crane (50 tons and over); Hydraulic Crane (100 tons and over)		
GROUP 3 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Joint Sealing Machine; Concrete Mixer (under 21 cu. ft.); Form Grader; Roller (Rock); Tractor (50 h.p. and Over); Bull Float; Finish Machine; Outboard Motor Boat; Flexplane; Fireperson; Boom Type Tamping Machine; Truck Crane Oiler; Greaser on Grease Facilities servicing heavy equipment; Switchman or Brakeman; Whirley Oiler; Self-propelled Compactor; Tractair & Road Widening Trencher & Farm Tractor with attachments, except Backhoe, Highlift & Endloader; Elevator (When used for hoisting any building materials); Hoisting Engine (1 Drum or Buck Hoist); Forklift (When used for masonry construction, firebrick masonry excluded); Well Points; Grout Pump; Throttle-valve man; Tugger; & Electric Vibrator Compactor		
GROUP 4 - Bituminous Distributor; Cement Gun; Conveyor; Mud Jack; Paving Joint Machine; Roller (Earth); Tamping Machine; Tractor (Under 50 h.p.); Vibrator; Oiler; Concrete Saw; Burlap and Curing Machine; Hydro Seeder; Power Form Handling Equipment; Deckhand Steersman; & Hydraulic Post Driver		

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**Name of Offeror or Contractor:**

CRANES WITH BOOM 150 FEET AND OVER INCLUDING JIB SHALL RECEIVE  
\$ .50 ABOVE GROUPS 1 AND 2  
CRANES WITH CCO REQUIRED SHALL RECEIVE \$.10 ABOVE GROUPS 1 AND 2  
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ENGI0181L 06/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		

MADISON, MARION, OWEN, TAYLOR & WASHINGTON COUNTIES:

GROUP 1	19.95	8.40
GROUP 2	17.21	8.40
GROUP 3	16.44	8.40

GREEN, HANCOCK & HART COUNTIES:

GROUP 1	20.25	8.40
GROUP 2	17.51	8.40
GROUP 3	16.74	8.40

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Auto Patrol; Batch Plant; Bituminous Paver; Cableway; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or over); Concrete Pump; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loader; Hoe Type Machine; Hoist (1 Drum when used for stack or chimney construction or repair); Hoisting Engine (2 or more Drums); Locomotive; Motor Scraper; Carry-All Scoop; Bulldozer; Mechanic; Orangepeel Bucket; Piledriver; Power Blade; Motor Grader; Roller (Bituminous); Scarifier; Shovel; Tractor Shovel; Truck Crane; Winch Truck; Push Dozer; Highlift; Boom Cat; Core Drill; Hopto; Tow or Push Boat; A-Frame Winch Truck; Concrete Paver; Gradeall; Hoist; Hyster; Pumpcrete; Ross Carrier; Boom; Tail Boom; Rotary Drill; Hydro Hammer; Mucking Machine; Rock Spreader (Attached to Equipment); Scoopmobile; Kecal Loader; Tower Crane (French, German & Other Types); Hydrocrane; Backfiller; Gurry; Subgrader; Tunnel Mining Machine, including Moles; Shield or similar types of Tunnel Mining Equipment; & Forklift (Regardless of Lift Height)

GROUP 2 - Air Compressor (Over 900 CFM); Bituminous Mixer; Joint Sealing Machine; Concrete Mixer (Under 21 cu. ft.); Form Grader; Roller (Rock); Tractor (50 H.P. & Over); Bull Float; Finish Machine; Outboard Motor Boat; Flexplane; Fireperson; Boom Type Tamping Machine; Greaser on Grease Facilities Servicing Heavy Equipment; Switchman or Brakeman; Whirley Oiler; Self-Propelled Compactor; Tractair & Road Widening Trencher & Farm Tractor with attachments (Except Backhoe, Highlift & End Loader); Elevator; Hoisting Engineer (1 Drum or Buck Hoist, Firebrick Masonry Excluded); Well Point; Grout Pump; Throttle Valve Person; Tugger; & Electric Vibrator Compactor

GROUP 3 - Bituminous Distributor; Cement Gun; Conveyor; Mud Jack; Paving Joint Machine; Roller (Earth); Tamping Machine; Tractor (Under 50 H.P.); Vibrator; Oiler; Concrete Saw; Burlap & Curing Machine; Truck Crane Oiler; Hydro Seeder; Power Form Handling Equipment; Deckhand Steersman; & Hydraulic Post Driver

CRANE WITH BOOM 150 FEET & OVER, INCLUDING JIB SHALL RECEIVE



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**Name of Offeror or Contractor:**

\$ .50 ABOVE GROUP 1

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ENGI0181M 07/01/2002

Rates                      Fringes

HENDERSON COUNTY:

POWER EQUIPMENT OPERATORS:

GROUP 1	20.60	8.40
GROUP 2	17.86	8.40
GROUP 3	17.09	8.40

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Auto Patrol; Batcher Plant; Bituminous Paver; Cable Way; Carrydeck Crane; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or over); Concrete Pump; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loader; Heavy Equipment Robotics Operator/Mechanic; Hoe type Machine; Hoist (1-drum when used for stack or chimney construction or repair); Hoisting Engine (2-drums or more); Horizontal Directional Drill Operator; Hydraulic Boom Truck; Locomotive; Mechanically Operated Laser Screed; Motor Scraper; Carry-all Scoop; Bulldozer; Mechanic; Orangepeel Bucket; Overhead Crane; Pile Driver; Power Blade; Motor Grader; Roller (Bituminous); Scarifier; Shovel; Tractor Shovel; Truck Crane; Winch Truck; Push Dozer; High Lift; Fork Lift (regardless of lift height & except when used for masonry construction); Telescoping Type Forklift; Boom Cat; Core Drill; Hopto; Tow or Push Boat; A-Frame Winch Truck; Concrete Paver; Gradeall; Hoist; Hyster; Pumpcrete; Ross Carrier; Boom; Tail Boom; Rotary Drill; Hydro Hammer; Mucking Machine; Rock Spreader attached to equipment; Scoopmobile; KeCal Loader; Tower Crane (French, German & other types); Hydro Crane; Backfiller; Gurries; Sub-Grader; & Tunnel Mining Machine, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (over 900 cu. ft. per min.); Bituminous Mixer; Joint Sealing Machine; Concrete Mixer (under 21 cu. ft.); Form Grader; Roller (rock); Tractor (50 HP & over); Bull Float; Finish Machine; Outboard Motor Boat; Flexplane; Fireperson; Boom type Tamping Machine; Truck Crane Oiler; Greaser on grease facilities servicing heavy equipment; Switchman or Brakeman; Whirley Oiler; Self-Propelled Compactor; Tractair & Road Widening Trencher & Farm Tractor with attachments (except Backhoe, Highlift & End Loader); Elevator (when used to hoist building materials); Hoisting Engine (1-drum or buck hoist); Forklift (when used for masonry construction, Firebrick masonry excluded); Well Points; Grout Pump; Throttle-Valve Man; Tugger; & Electric Vibrator Compactor

GROUP 3 - Bituminous Distributor; Cement Gun; Conveyor; Mud Jack; Paving Joint Machine; Roller (earth); Tamping Machine; Tractor (under 50 HP); Vibrator; Oiler; Concrete Saw; Burlap & Curing Machine; Hydro-Seeder; Power Form Handling Equipment; Deckhand Steersman; & Hydraulic Post Driver

CRANE WITH BOOM 150 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.00 ABOVE GROUP 1; 225 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.50 ABOVE GROUP 1.

CRANE USING PILING LEADS SHALL RECEIVE \$1.00 ABOVE GROUP 1, REGARDLESS OF BOOM LENGTH

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**Name of Offeror or Contractor:**

HAZARDOUS PAY:

Level A Personal Protective Equipment \$1.00 Premium

Level B Personal Protective Equipment \$ .75 Premium

Level C Personal Protective Equipment \$ .50 Premium

Level D Personal Protective Equipment - No Premium

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ENGI1810B 06/01/2002

	Rates	Fringes
BULLITT, CARROLL, GALLATIN, HENRY, LARUE, NELSON, OLDHAM, SHELBY, SPENCER & TRIMBLE COUNTIES:		

POWER EQUIPMENT OPERATORS:

GROUP 1	20.25	8.40
GROUP 2	17.51	8.40
GROUP 3	16.74	8.40

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Auto Patrol; Batch Plant; Bituminous Paver; Cableway; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or over); Concrete Pump; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loader; Hoe Type Machine; Hoist (1 Drum when used for stack or chimney construction or repair); Hoisting Engine (2 or more Drums); Locomotive; Motor Scrapper; Carry-All Scoop; Bulldozer; Mechanic; Orangepeel Bucket; Piledriver; Power Blade; Motor Grader; Roller (Bituminous); Scarifier; Shovel; Tractor Shovel; Truck Crane; Winch Truck; Push Dozer; Highlift; Boom Cat; Core Drill; Hopto; Tow or Push Boat; A-Frame Winch Truck; Concrete Paver; Gradeall; Hoist; Hyster; Pumpcrete; Ross Carrier; Boom; Tail Boom; Rotary Drill; Hydro Hammer; Mucking Machine; Rock Spreader (Attached to Equipment); Scoopmobile; Kecal Loader; Tower Crane (French, German & Other Types); Hydrocrane; Backfiller; Gurry; Subgrader; Tunnel Mining Machine, including Moles; Shield or similar types of Tunnel Mining Equipment; & Forklift (Regardless of Lift Height)

GROUP 2 - Air Compressor (Over 900 CFM); Bituminous Mixer; Joint Sealing Machine; Concrete Mixer (Under 21 cu. ft.); Form Grader; Roller (Rock); Tractor (50 H.P. & Over); Bull Float; Finish Machine; Outboard Motor Boat; Flexplane; Fireperson; Boom Type Tamping Machine; Greaser on Grease Facilities Servicing Heavy Equipment; Switchman or Brakeman; Whirley Oiler; Self-Propelled Compactor; Tractair & Road Widening Trencher & Farm Tractor with attachments (Except Backhoe, Highlift & End Loader); Elevator; Hoisting Engineer (1 Drum or Buck Hoist, Firebrick Masonry Excluded); Well Point; Grout Pump; Throttle Valve Person; Tugger; & Electric Vibrator Compactor

GROUP 3 - Bituminous Distributor; Cement Gun; Conveyor; Mud Jack; Paving Joint Machine; Roller (Earth); Tamping Machine; Tractor (Under 50 H.P.); Vibrator; Oiler; Concrete Saw; Burlap & Curing Machine; Truck Crane Oiler; Hydro Seeder; Power Form Handling Equipment; Deckhand Steersman; & Hydraulic Post Driver

CRANE WITH BOOM 150 FEET & OVER, INCLUDING JIB SHALL RECEIVE \$.50 ABOVE GROUP 1

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IRON0044E 06/01/2002

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# Name of Offeror or Contractor:

	Rates	Fringes
CARROLL (Eastern third, including the Township of Ghent);		
FLEMING (Western part, Excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);		
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);		
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);		

BRACKEN, GALLATIN, GRANT & ROBERTSON COUNTIES:

IRONWORKERS:		
Ornamental; Structural	23.45	10.88
Fence Erector	21.11	10.88

IRON0070C 06/01/2002

	Rates	Fringes
CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);		
OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);		
BULLITT, GREEN, HART, HENRY, LARUE, MADISON, MARION, NELSON, OLDHAM, SHELBY, SPENCER, TAYLOR, TRIMBLE & WASHINGTON COUNTIES:		

IRONWORKERS:		
Structural; Ornamental;		
Reinforcing; Precast Concrete		
Erectors	23.25	10.87

IRON0103B 04/01/2002

	Rates	Fringes
HANCOCK & HENDERSON COUNTIES:		
IRONWORKERS	23.05	9.90

IRON0372E 06/01/2002

	Rates	Fringes
CARROLL (Eastern third, including the Township of Ghent);		
FLEMING (Western part, Excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);		
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);		

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**Name of Offeror or Contractor:**

OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);

BRACKEN, GALLATIN, GRANT & ROBERTSON COUNTIES:

IRONWORKERS, Reinforcing:

Up to & including 30-mile radius of Hamilton County, Ohio Courthouse	22.71	10.47
Beyond 30-mile radius of Hamilton County, Ohio Courthouse	22.96	10.47

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IRON0769A 06/01/2002

Rates	Fringes
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FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);

MASON (Eastern third, including the Townships of Helena, Marshall, Orangeburg, Plumville & Springdale);

CARTER, GREENUP, LAWRENCE, LEWIS & ROWAN COUNTIES:

IRONWORKERS:

ZONE 1	24.92	11.14
ZONE 2	25.32	11.14
ZONE 3	27.32	11.14

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky., 1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky., 1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky., 1643 Greenup Ave.

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LABO0189A 06/01/2002

Rates	Fringes
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BRACKEN, GALLATIN, GRANT, MADISON, MASON, OWEN & ROBERTSON COUNTIES:

LABORER

GROUP 1	13.88	5.72
GROUP 2	14.28	5.72
GROUP 3	14.48	5.72
GROUP 4	14.58	5.72
GROUP 5	15.08	5.72
GROUP 6	15.38	5.72

**LABORER CLASSIFICATIONS**

GROUP 1 - Asbestos Abatement; Carpenter Tender; General; Concrete Pouring & Curing; Concrete Form Stripping & Wrecking; Hand Digging & Backfilling of Ditches; Clearing of Right-of-ways & Building Sites; Wood Sheeting & Shoring; Signalperson for Concrete Bucket; General Cleaning; Toxic Waste Removal; & Environmental Laborer - Nuclear, Radiation, Toxic & Hazardous Waste - Level D

GROUP 2 - Air Tool Operator; Air Track Drill; Asphalt Raker;

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**Name of Offeror or Contractor:**

Tamper; Batcher Plant & Scale Man; Chain Saw; Concrete Saw;  
Electric Hand Grinder; Electric Bush & Chipping Hammer;  
Flagperson; Forklift Operator; Form Setter (Street or Highway);  
Gunnite; Hand Spiker; Introflax Burning Rod; Joint Maker; Mason  
Tender; Pipelayer; Plasterer Tender; Power Driven Georgia  
Buggy; Power Posthole Digger; Railroad; Sandblaster; Scow Man &  
Deck Hand; Signalperson; Sweeper & Cleaner Machine; Vibrator  
Operator; Walk Behind Trenching Machine; Mortar Mixer Machine;  
Water Pumpman; Metal Form Setter; Heater; Mesh Handler on  
walkways, streets & roadways (Outside Buildings); &  
Environmental Laborers - Nuclear, Radiation, Toxic & Hazardous  
Waste - Level C

GROUP 3 - Gunnite Nozzleman & Gunnite Nozzle Machine Operator;  
Sand Blaster Nozzleman; Concrete or Grout Pumpman; & Plaster  
Pumpman

GROUP 4 - Powderman & Blaster; & Environmental Laborer -  
Nuclear, Radiation, Toxic & Hazardous Waste - Level B

GROUP 5 - Caisson Hole (6 ft. & over - Pressure & Free Air  
Including Tools); Construction Specialist; Environmental  
Laborer - Nuclear, Radiation, Toxic & Hazardous Waste - Level A

GROUP 6 - Tunnel Man & Tunnel Sand Miner; Cofferdam (Pressure &  
Free Air); & Sand Hog or Mucker (Pressure or Free Air)

LABO0561B 04/01/2002

Rates	Fringes
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HENDERSON COUNTY:

**LABORERS:**

GROUP 1	18.01	5.25
GROUP 2	18.21	5.25
GROUP 3	18.31	5.25
GROUP 4	18.51	5.25
GROUP 5	19.01	5.25
GROUP 6	19.76	5.25

**LABORER CLASSIFICATIONS**

GROUP 1 - Building & Construction; Scaffold Builder (Other than  
for Masons or Plasterers); Window Washer & Cleaner; Railroad  
Worker; Masonry Wall Washer (Interior & Exterior); Cement  
Finisher Tender; Carpenter Tender; Portable Water Pump with  
discharge up to 3"; Flagperson; Signalperson; Wire Mesh; Fire  
Prevention; Fire Watch; & Fire Stop Tender

GROUP 2 - Waterproofing; Handling of Creosote Lumber or like  
treated material (Excluding Railroad Material); Handling of  
Toxic Materials Damaging to Clothing; Asphalt Raker & Luteman;  
Kettleman; Air Tool Operator; Vibrator; Chipping Hammer  
Operator; Pneumatic Tool Operator & Earth Compactor; Jack Man &  
Sheeting Man Working in Ditches deeper than 6 Feet; Working in  
Ditches 6 Feet in depth or deeper; Assembly of Unicrete Pump;  
Chain Saw Operator; Tile Layer (Sewer or Field); Sewer Pipe  
Layer (Metallic and Non-metallic) 5 ft. outside the building  
foundation; Motor Driven Wheelbarrow & Concrete Buggy; Hyster  
Operator; Pumpcrete Assembler; Conveyor Assembler; Core Drill  
Operator; Cement/Lime/Silica Clay Handler (Bulk or Bag);  
Pneumatic Spiker; Deck Engine & Winch Operator; Water Main &  
Cable Ducking (Metallic or Non-metallic); Handling & Removal of  
Asbestos Abatement or other Hazardous Materials; Water Line

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Name of Offeror or Contractor:

Layers 5 ft. outside the building foundation; & Grout Pump Operator			
GROUP 3 - Plaster Tender; Mason Tender; Mortar Mixer; Cutting Torch or Burner; Cement Gun Operator; Scaffold Builder (When working for Plasterer or Mason); & Fork Lift Operator			
GROUP 4 - Gunman or Potman			
GROUP 5 - Gunite or Shot Crete Nozzle			
GROUP 6 - Dynamite Man			
*CAISSON & TUNNEL WORK IN FREE AIR - \$1.00 OVER BASE RATE			
*CAISSON BOTTOM MAN - \$2.00 OVER BASE RATE			
*CAISSON & TUNNEL WORK IN COMPRESSED AIR:			
0-15 lbs. - \$1.00 over base rate			
16-20 lbs. - \$1.50 over base rate			
21-26 lbs. - \$2.00 over base rate			
27-33 lbs. - \$3.00 over base rate			
34 & over lbs. - \$4.00 over base rate			
0 -----			
1			
2 LABO0576B 07/01/2002			
		Rates	Fringes
4 BULLITT, GREEN, HART, LARUE, MARION, NELSON, OLDHAM, SPENCER &			
5 TAYLOR COUNTIES:			
6			
7 LABORERS:			
8 GROUP 1		14.32	6.08
9 GROUP 2		14.52	6.08
0 GROUP 3		14.72	6.08
1 GROUP 4		15.32	6.08
2 GROUP 5		15.82	6.08
3			
4 GROUP 1 - General; Carpenter Tender; Cement Finisher Tender;			
5 Placing of Concrete; Wrecking of Buildings; Hand Digging &			
6 Hand Backfilling of Ditches; Clearing of Rights-of-Way &			
7 Building Sites; Curing of Concrete; Application Hardener;			
8 Handling of Chemically Treated Lumber; Installing of Wood			
9 Sheeting & Shoring; Signal Laborer; Concrete Bucket &			
0 Masonry Work; Cleaning & Moving of General Purpose Materials;			
1 General Cleanup of Scrap & Debris			
2			
3 GROUP 2 - Mason Tender; Side Rail Setter (Metal); Stackman;			
4 Fork Lift Operator (Masonry & Plastering Contractors only);			
5 Power Driven Georgia Buggy; Chain Saw; Vibrator Operator;			
6 Mesh Handler; Power Tools (Air, Diesel, Electric, Gasoline);			
7 Wagon Drill; Pipe Layer; Wall Man; Treatment of Exposed			
8 Concrete (Chip, Bush Hammer & Rub); Concrete Saw; Gasoline			
9 Tamper Machine; Walk Behind Trenching Machine; Burner Man;			
0 Joint Maker; Asphalt Raker; & Mobile Sweeper			
1			
2 GROUP 3 - Air Track Driller; Introflax Burning Rod; Gunnite			
3 Nozzle Man Operator; Sewer, Tunnel Laborer (Free Air); &			
4 Sand Hog or Mucker (Free Air)			
5			
6 GROUP 4 - Holeman Drilled Piers; Augered Caissons; Sand Miner			
7 (Tunnel Free Air); Caisson Worker; & Powderman			
8			
9 GROUP 5 - Tunnel Person & Tunnel Miner (Pressure & Free Air);			
0 Environmental Worker; Toxic & Hazardous Waste; & Asbestos			

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Name of Offeror or Contractor:

1 Removal  
2  
3 Free Hanging Scaffold Above 30' receives \$.25 Premium  
4 -----  
5  
6 LABO0576C 06/01/2002

	Rates	Fringes
8 CARROLL, HENRY, SHELBY, TRIMBLE & WASHINGTON COUNTIES:		
9		
0 LABORER		
1 GROUP 1	15.07	4.53
2 GROUP 2	15.47	4.53
3 GROUP 3	15.67	4.53
4		
5 GROUP 4	15.77	4.53
6 GROUP 5	16.27	4.53
7 GROUP 6	16.57	4.53
8		
9 LABORER CLASSIFICATIONS		
0		
1 GROUP 1 - Asbestos Abatement; Carpenter Tender; General;		
2 Concrete Pouring & Curing; Concrete Form Stripping & Wrecking;		
3 Hand Digging & Backfilling of Ditches; Clearing of Right-of-		
4 ways & Building Sites; Wood Sheeting & Shoring; Signalperson		
5 for Concrete Bucket; General Cleaning; Toxic Waste Removal; &		
6 Environmental Laborer - Nuclear, Radiation, Toxic & Hazardous		
7 Waste - Level D		
8		
9 GROUP 2 - Air Tool Operator; Air Track Drill; Asphalt Raker;		
0 Tamper; Batch Plant & Scale Man; Chain Saw; Concrete Saw;		
1 Electric Hand Grinder; Electric Bush & Chipping Hammer;		
2 Flagperson; Forklift Operator; Form Setter (Street or Highway);		
3 Gunnite; Hand Spiker; Introflax Burning Rod; Joint Maker; Mason		
4 Tender; Pipelayer; Plasterer Tender; Power Driven Georgia		
5 Buggy; Power Posthole Digger; Railroad; Sandblaster; Scow Man &		
6 Deck Hand; Signalperson; Sweeper & Cleaner Machine; Vibrator		
7 Operator; Walk Behind Trenching Machine; Mortar Mixer Machine;		
8 Water Pumpman; Metal Form Setter; Heater; Mesh Handler on		
9 walkways, streets & roadways (Outside Buildings); &		
0 Environmental Laborers - Nuclear, Radiation, Toxic & Hazardous		
1 Waste - Level C		
2		
3 GROUP 3 - Gunnite Nozzleman & Gunnite Nozzle Machine Operator;		
4 Sand Blaster Nozzleman; Concrete or Grout Pumpman; & Plaster		
5 Pumpman		
6		
7 GROUP 4 - Powderman & Blaster; & Environmental Laborer -		
8 Nuclear, Radiation, Toxic & Hazardous Waste - Level B		
9		
0 GROUP 5 - Caisson Hole (6 ft. & over - Pressure & Free Air		
1 Including Tools); Construction Specialist; & Environmental		
2 Laborer - Nuclear, Radiation, Toxic & Hazardous Waste - Level A		
3		
4 GROUP 6 - Tunnel Man & Tunnel Sand Miner; Cofferdam (Pressure &		
5 Free Air); & Sand Hog or Mucker (Pressure or Free Air)		
6 -----		
7		
8 LABO1392A 07/01/2002		
9	Rates	Fringes
0 HANCOCK COUNTY:		
1		
2 LABORERS:		
3 GROUP 1	16.12	7.28
4 GROUP 2	16.32	7.28
5 GROUP 3	16.37	7.28

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Name of Offeror or Contractor:

6	GROUP 4	16.62	7.28
7	GROUP 5	17.12	7.28
8			
9	LABORER CLASSIFICATIONS		
0			
1	GROUP 1 - General; Wrecking on buildings & Structures; Clearing		
2	Right-of-way & Building Site; Carpenter Tender; Truck Spotter		
3	& Dumper; Axe & Cross Cut Saw Filer; Concrete Pudler & Form		
4	Stripper; Deckhand Flagging Traffic; Asbestos Abatement; &		
5	Toxic Waste Removal, Level D Protective Equipment		
6			
7	GROUP 2 - Power Driven Tool; Hod Carrier; Mason Tender;		
8	Finisher Tender; Mortar Mixer; Jackhammer; Vibrator; Wagon		
9	Drill; Core Drill; Test Drill; Well Drill; Concrete Pump		
0	Machine; Tunnel Boring Machine; Man in Tunnel and Crib Ditch		
1	Work; Signal Person; Riprap Rock Setter & Handler; Asphalt		
2	Raker; Tamper & Smoother; Pipe Layer; Grout Pump Man; Chain		
3	Saw; Pipe Clearing; Doping & Wrapping; Swamper & Straight		
4	Cable Hooking; Cement Gun; Grade Checker Machine Excavating;		
5	Batch Plant Scale Man; Sand Hog (Free Air); Sand Hog		
6	(Compressed Air); Cutting Torch Man on Salvage Work; Road Form		
7	Setter; Brick Slinger; Hand Spiker; Power Buggy; Handling of		
8	Creosote Material; Sandblaster; Curing of Concrete & Apply		
9	Hardener; Air & Gas Tamper; Concrete Saw; Power Post Hole		
0	Digger & Green Cut Man on Concrete Work; & Pavement Breaker		
1	(2 men)		
2			
3	GROUP 3 - Toxic Waste Removal, Level C Protective Equipment		
4			
5	GROUP 4 - Powderman or Blaster; & Toxic Waste Removal, Level		
6	B Protective Equipment		
7			
8	GROUP 5 - Toxic Waste Removal, Level A Protective Equipment		
9	-----		
0			
1	LAB01445B 07/01/2002		
2		Rates	Fringes
3	CARTER, FLEMING, GREENUP, LAWRENCE, LEWIS & ROWAN COUNTIES:		
4			
5	LABORERS:		
6	GROUP 1	20.26	8.08
7	GROUP 2	20.36	8.08
8	GROUP 3	20.41	8.08
9	GROUP 4	20.43	8.08
0	GROUP 5	20.51	8.08
1	GROUP 6	20.76	8.08
2	GROUP 7	20.96	8.08
3	GROUP 8	21.46	8.08
4			
5	LABORER CLASSIFICATIONS		
6			
7	GROUP 1 - General; Carpenter Tender; Cement Finisher Tender;		
8	Concrete Man; Wrecker; Handler of Empty Oxygen & Acetylene		
9	Bottles; & Environmental Laborer		
0			
1	GROUP 2 - Deck and Scow Men		
2			
3	GROUP 3 - Hod Carriers; Mortar Men; & Plaster Tenders		
4			
5	GROUP 4 - Wrapping, Heating & Applying Hot & Cold Tar on all		
6	Pipes, Applying Tape on Pipes; & Operation of Tester		
7			
8	GROUP 5 - Jackhammer; Electrical, Gas, or Air Driven Tools		
9	Burning Torch; Wagon Drill Operator; Tile Layer; Handling of		
0	Creosote Material; Signalperson; & Asphalt Raker		



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Name of Offeror or Contractor:

1  
2 GROUP 6 - Rock & Powder Man  
3  
4 GROUP 7 - Sand Hog & Mucker  
5  
6 GROUP 8 - Caisson Worker  
7 -----  
8  
9 PAIN0012E 06/01/2001  
0 Rates Fringes  
1 FLEMING, MADISON & ROBERTSON COUNTIES:  
2  
3 PAINTERS:  
4 Brush; Roll; Spackling; Drywall  
5 Finishing; Wall Covering, Vinyl &  
6 Paper; Spray; Sandblasting; Steam  
7 Cleaning; Steeplejack Work; Lead  
8 Abatement; & Coal Tar 16.81 2.60  
9 -----  
0  
1 \* PAIN0012R 06/15/2002  
2 Rates Fringes  
3 BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:  
4  
5 PAINTERS:  
6 GROUP 1 21.30 5.10  
7 GROUP 2 21.55 5.10  
8 GROUP 3 21.80 5.10  
9 GROUP 4 22.05 5.10  
0 GROUP 5 22.30 5.10  
1 GROUP 6 23.05 5.10  
2  
3 PAINTER CLASSIFICATIONS  
4  
5 GROUP 1: Brush; Roller; Steam Cleaning; Tanks; Taping;  
6 & Washing  
7  
8 GROUP 2: Paperhanging and Wall Covering  
9  
0 GROUP 3: Spray  
1  
2 GROUP 4: Sandblasting; Waterblasting; & Hopper Tender  
3  
4 GROUP 5: Hazardous Work; High Work; Elevated Tanks 40 feet  
5 or Above; & Lead Abatement Projects  
6  
7 GROUP 6: Sandblasting, Hopper Tender & Waterblasting Under  
8 Hazardous Conditions  
9 -----  
0  
1 PAIN0118B 05/01/2002  
2 Rates Fringes  
3  
4 BULLITT, CARROLL, GREEN, HART, HENRY, LARUE, MARION, NELSON,  
5 OLDHAM, SHELBY, SPENCER, TAYLOR, TRIMBLE & WASHINGTON COUNTIES:  
6  
7 PAINTERS:  
8 Brush; Drywall Finisher-Vinyl  
9 Hanger 17.02 5.92  
0 Abrasive Blaster; Fireproofing;  
1 Lead Abatement; Spray; &  
2 Waterblasting 4000 PSI and Above 17.52 5.92  
3 -----  
4  
5 PAIN0156E 04/01/2002

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Name of Offeror or Contractor:

		Rates	Fringes
7	HANCOCK & HENDERSON COUNTIES:		
8			
9	PAINTERS:		
0	STEAM GENERATING & POWER PLANTS:		
1	GROUP 1	21.45	7.73
2	GROUP 2	21.70	7.73
3	GROUP 3	22.45	7.73
4	GROUP 4	23.45	7.73
5			
6	ALL OTHER WORK:		
7	GROUP 1	20.30	7.73
8	GROUP 2	20.55	7.73
9	GROUP 3	21.30	7.73
0	GROUP 4	22.30	7.73
1			
2	PAINTER CLASSIFICATIONS		
3			
4	GROUP 1 - Brush; Roller & Paperhanger		
5			
6	GROUP 2 - Drywall Finisher; Plasterer		
7			
8	GROUP 3 - Spray; Sandblast; Power Tools; Waterblast;		
9	Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch		
0	Koate & Coal Tar Epoxy		
1			
2	GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal Tar		
3	Epoxy		
4	-----		
5			
6	PAIN0387C 11/25/2001		
7		Rates	Fringes
8	BRACKEN, CARROLL, FLEMING, GALLATIN, GRANT, MADISON, MASON,		
9	OWEN, ROBERTSON & ROWAN COUNTIES:		
0			
1	GLAZIERS	21.00	4.95
2	-----		
3			
4	PAIN0639B 05/01/2002		
5		Rates	Fringes
6	SIGN PAINTER & ERECTOR	17.12	4.27+
7		a+b+c	
8			
9	FOOTNOTES:		
0			
1	a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th;		
2	Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day		
3			
4	b. Vacation Pay: After 1 year's service - 5 days' paid		
5	vacation; After 2, but less than 10 years' service - 10 days'		
6	paid vacation; After 10, but less than 20 years' service		
7	- 15 days' paid vacation; After 20 years' service - 20 days'		
8	paid vacation		
9			
0	c. Funeral leave up to 3 days maximum paid leave for death of		
1	mother, father, brother, sister, spouse, child, mother-in-		
2	law, father-in-law, grandparent & inlaw provided employee		
3	attends funeral		
4	-----		
5			
6	PAIN1072B 06/01/2002		
7		Rates	Fringes
8	CARTER, GREENUP, LAWRENCE, LEWIS & ROWAN COUNTIES:		
9			
0	PAINTERS	19.42	9.07

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Name of Offeror or Contractor:				
-----				
1				
2				
3	PAIN1165C	04/01/2002		
4		Rates	Fringes	
5	BULLITT, GREEN, HANCOCK, HART, HENDERSON, HENRY, LARUE,			
6	MARION, NELSON, OLDHAM, SHELBY, SPENCER, TAYLOR, TRIMBLE,			
7	& WASHINGTON COUNTIES:			
8				
9	GLAZIERS	21.06	6.49	
0	-----			
1				
2	PAIN1195C	11/05/2002		
3		Rates	Fringes	
4	CARTER, GREENUP, LAWRENCE, LEWIS & ROWAN COUNTIES:			
5				
6	GLAZIERS	23.11	3.85	
7	-----			
8				
9	PLAS0001J	06/22/1999		
0		Rates	Fringes	
1	BRACKEN, GALLATIN, GRANT, MADISON, OWEN & ROBERTSON COUNTIES:			
2				
3	PLASTERERS:			
4	Pointing-Taping of Drywall Surfaces,			
5	Acoustical Finishes on Concrete &			
6	Drywall Surfaces	18.40	2.60	
7				
8	All Other Work	21.25	2.60	
9	-----			
0				
1	PLAS0132H	06/01/2001		
2		Rates	Fringes	
3	BRACKEN, GALLATIN, GRANT, MADISON, OWEN & ROBERTSON COUNTIES:			
4				
5	CEMENT MASONS	19.80	5.50	
6				
7	-----			
8				
9	PLAS0132L	06/01/2000		
0		Rates	Fringes	
1	CARTER, FLEMING, GREENUP, LAWRENCE, LEWIS, MASON & ROWAN			
2	COUNTIES:			
3				
4	CEMENT MASONS; PLASTERERS	23.98	6.97	
5	-----			
6				
7	PLAS0692B	06/01/2002		
8		Rates	Fringes	
9	BULLITT, CARROLL, GREEN, HART, HENRY, LARUE, MARION, NELSON,			
0	OLDHAM, SHELBY, SPENCER, TAYLOR, TRIMBLE & WASHINGTON COUNTIES:			
1				
2	CEMENT MASONS	18.15	7.00	
3	-----			
4				
5	PLAS0692C	04/01/1999		
6		Rates	Fringes	
7	HANCOCK & HENDERSON COUNTIES:			
8				
9	CEMENT MASONS	16.19	6.65	
0	-----			
1				
2	PLAS0692D	06/01/2001		
3		Rates	Fringes	
4	HENDERSON COUNTY:			
5				

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Name of Offeror or Contractor:				
6	PLASTERERS	21.90	6.99	
7	-----			
8				
9	PLUM0107B 08/01/2002			
0		Rates	Fringes	
1	BULLITT, CARROLL (Western Half), GREEN, HART, HENRY, LARUE,			
2	MARION, NELSON, OLDHAM, SHELBY, SPENCER, TAYLOR, TRIMBLE &			
3	WASHINGTON COUNTIES:			
4				
5	PLUMBERS; GAS FITTERS:			
6	Plumbing contracts less than			
7	\$150,000.00	19.92	6.42	
8	All Other Plumbing contracts	24.90	6.42	
9	-----			
0				
1	PLUM0248B 06/01/2002			
2		Rates	Fringes	
3	CARTER, GREENUP, LAWRENCE, LEWIS & ROWAN COUNTIES:			
4				
5	PLUMBERS & STEAMFITTERS	22.97	12.40	
6	-----			
7				
8	PLUM0392E 06/01/2002			
9		Rates	Fringes	
0	BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &			
1	ROBERTSON COUNTIES:			
2				
3	PIPEFITTERS & PLUMBERS	26.00	8.09	
4	-----			
5				
6	PLUM0452A 11/01/2002			
7		Rates	Fringes	
8	FLEMING & MADISON COUNTIES:			
9				
0	PIPEFITTERS & PLUMBERS:			
1	Projects over 1 1/2 million dollars in piping contracts:			
2	ZONE 1	22.30	7.72	
3	ZONE 2	23.30	7.72	
4				
5	Projects under 1 1/2 million dollars in piping contracts:			
6	ZONE 1	18.92	7.72	
7	ZONE 2	19.92	7.72	
8				
9	ZONE 1 - Within 25 mile radius of Fayette County Courthouse			
0	ZONE 2 - Beyond 25 mile radius of Fayette County Courthouse			
1	-----			
2				
3	PLUM0522B 08/01/2002			
4		Rates	Fringes	
5	BULLITT, CARROLL (Western Half), GREEN, HART, HENRY, LARUE,			
6	MARION, NELSON, OLDHAM, SHELBY, SPENCER, TAYLOR, TRIMBLE &			
7	WASHINGTON COUNTIES:			
8				
9	PIPEFITTERS & STEAMFITTERS	25.90	8.98	
0	-----			
1				
2	PLUM0633A 01/01/2002			
3		Rates	Fringes	
4	HANCOCK & HENDERSON COUNTIES:			
5				
6	PLUMBERS & PIPEFITTERS	23.29	7.73	
7	-----			
8				
9	ROOF0042C 08/01/2002			
0		Rates	Fringes	

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**Name of Offeror or Contractor:**

1 BRACKEN, GALLATIN, GRANT, MADISON, OWEN & ROBERTSON COUNTIES:  
2  
3 ROOFERS:  
4 Roofers 24.15 6.04  
5 Pitch 25.15 6.04  
6 -----  
7  
8 ROOF0106B 04/01/2002  
9 Rates Fringes  
0 HANCOCK & HENDERSON COUNTIES:  
1  
2 ROOFERS:  
3 Slate, Tile, Concrete Slab &  
4 Gypsum Plank 22.68 7.00  
5 All Other Work 22.18 7.00  
6 -----  
7  
8 ROOF0147B 07/01/2002  
9 Rates Fringes  
0  
1 BULLITT, CARROLL, GREEN, HART, HENRY, LARUE, MARION, NELSON,  
2 OLDHAM, SHELBY, SPENCER, TAYLOR, TRIMBLE & WASHINGTON COUNTIES:  
3  
4 ROOFERS 17.90 5.73  
5 -----  
6  
7 ROOF0185B 06/01/2002  
8 Rates Fringes  
9 CARTER, FLEMING, GREENUP, LAWRENCE, LEWIS, MASON & ROWAN  
0 COUNTIES:  
1  
2 ROOFERS 23.75 5.60  
3 -----  
4  
5 SFKY0669A 01/01/2003  
6 Rates Fringes  
7 SPRINKLER FITTERS 25.80 7.60  
8 -----  
9  
0 SHEE0020B 07/01/2001  
1 Rates Fringes  
2 HENDERSON COUNTY:  
3  
4 SHEET METAL WORKERS 24.36 9.35  
5 -----  
6  
7 SHEE0024H 06/01/2002  
8 Rates Fringes  
9 CARTER, FLEMING, GREENUP, LAWRENCE, LEWIS, MASON & ROWAN  
0 COUNTIES:  
1  
2 SHEET METAL WORKERS 23.12 11.49  
3 -----  
4  
5 SHEE0110A 06/01/2002  
6 Rates Fringes  
7 BULLITT, MADISON, NELSON, OLDHAM, SHELBY & SPENCER COUNTIES:  
8  
9 SHEET METAL WORKERS 25.12 9.50  
0 -----  
1  
2 SHEE0110B 06/01/2002  
3 Rates Fringes  
4 BRACKEN, CARROLL, GALLATIN, GRANT, GREEN, HANCOCK, HART, HENRY,  
5 LARUE, MARION, OWEN, ROBERTSON, TAYLOR, TRIMBLE & WASHINGTON

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**Name of Offeror or Contractor:**

6 COUNTIES:

7

8 SHEET METAL WORKERS 26.87 9.50

9 -----

0

1 TEAM0089B 06/01/2002

2 Rates Fringes

3 BRACKEN, BULLITT, CARROLL, FLEMING, GALLATIN, GRANT, GREEN,

4 HART, HENRY, LARUE, MADISON, MARION, MASON, NELSON, OLDHAM,

5 OWEN, ROBERTSON, SHELBY, SPENCER, TAYLOR, TRIMBLE & WASHINGTON

6

7 COUNTIES:

8

9 TRUCK DRIVERS:

0 GROUP 1 17.27 a&b

1 GROUP 2 17.38 a&b

2 GROUP 3 17.45 a&b

3 GROUP 4 17.55 a&b

4

5 WORK ON HAZARDOUS OR TOXIC WASTE SITES - \$4.00 PREMIUM

6

7 FOOTNOTES:

8 a. \$321.70 per week

9 b. Paid vacation of 40 hours to any employee who has been

0 regularly employed on a project for 1 year and who has

1 worked a minimum of 1,200 hours during the year, and 2

2 weeks' paid vacation to any employee who has completed 3

3 years' employment on a project and who has worked 1,200

4 hours since their 2nd anniversary date.

5

6 TRUCK DRIVER CLASSIFICATIONS

7

8 GROUP 1 - 3 Tons & Under; Greaser; Tire Changer; & Mechanic

9 Tender

0

1 GROUP 2 - Over 3 Tons; Semi-Trailers or Pole Trailers; Dumps

2 Tandem Axles; Farm Tractor (When used to pull building material

3 and equipment)

4

5 GROUP 3 - Concrete Mixers (Hauling on jobsites); & Truck

6 Mechanics

7

8 GROUP 4 - Euclids and other heavy moving equipment; Lowboys;

9 Winches and A-Frame and Monorail Trucks (To transport building

0 materials)

1 -----

2

3 TEAM0215B 04/01/1998

4 Rates Fringes

5 HANCOCK & HENDERSON COUNTIES:

6

7 TRUCK DRIVERS:

8 GROUP 1 13.14 2.15+a

9 GROUP 2 13.89 2.15+a

0 GROUP 3 13.98 2.15+a

1 GROUP 4 14.03 2.15+a

2 GROUP 5 14.09 2.15+a

3 GROUP 6 14.14 2.15+a

4 GROUP 7 14.19 2.15+a

5 GROUP 8 14.26 2.15+a

6 GROUP 9 14.29 2.15+a

7 GROUP 10 14.94 2.15+a

8

9 FOOTNOTE:

0 a. \$89.00 per week

**Name of Offeror or Contractor:**

2 TRUCK DRIVER CLASSIFICATIONS

3

4 GROUP 1 - One-half Ton (Except when used by a superintendent or

5 a foreman for own transportation or the use of a mechanic for

6 transportation of self or tools)

7

8 GROUP 2 - Greasers, Tire Men & Tending Batch Boards

9

0 GROUP 3 - Single Axle Straight Trucks; Batch Trucks, Wet or Dry

1 3(34E) Batches or less; & Three-quarter Ton & One Ton

2

3 GROUP 4 - Bituminous Distributor two-man

4

5 GROUP 5 - Tandem Trucks or Dog Legs; Trucks over 15 ton

6 Payload; Single Axle Semi-Trucks (3-axle unit); Low Boys,

7 Single Axle (3-axle unit); Winch Trucks or A-frames when

8 transporting materials; Batch Trucks, Wet or Dry, over 3(34E)

9 Batches; & Farm Tractors Pulling Trailers

0

1 GROUP 6 - Bituminous Distributors one-man

2

3 GROUP 7 - Tandem Axle Semi-Trucks (4-axle unit); Equipment not

4 self-loaded or pusher loaded, such as Koehring or Similar

5 Dumpsters, Track Trucks, Euclid Bottom Dump & Hug Bottom Dump,

6 Tournatrailers, Tournarockers or Similar Equipment 12 cu.

7 yds. & under; Low-Boys, Tandem Axle (4 axle unit); & Pavement

8 Breakers

9

0 GROUP 8 - Tandem-Tandem Semi-Truck (5 axle unit); & Low-Boys

1 Tandem-Tandem (5 axle unit)

2

3 GROUP 9 - Equipment not self-loaded or pusher loaded, such

4 as Koehring or Similar Dumpsters, Track Trucks, Euclid Bottom

5 Dump & Hug Bottom Dump, Tournatrailers, Tournarockers or

6 Similar Equipment over 12 cu. yds.; Truck Mechanics; & Mixer

7 Trucks

8

9 GROUP 10 - Hazardous Waste

0 -----

1

2 TEAM0505B 06/01/2002

3

	Rates	Fringes
4 CARTER, GREENUP, LAWRENCE, LEWIS & ROWAN COUNTIES:		
5		
6 TRUCK DRIVERS:		
7 GROUP 1	22.96	9.81
8 GROUP 2	23.31	9.81
9 GROUP 3	23.38	9.81
0 GROUP 4	23.53	9.81
1 GROUP 5	23.90	9.81
2 GROUP 6	24.24	9.81
3		
4 TRUCK DRIVER CLASSIFICATIONS		
5		
6 GROUP 1 - Pickup; Station Wagon; Panel; Flatbody Material Truck		
7 (Straight job); & Dump (Up to 5 cu. yds.)		
8		
9 GROUP 2 - Tank (Straight); Dump (5 cu. yds. & over); Agitator		
0 or Mixer (Up to 5 cu. yds.); & Flat Bed Tandem		
1		
2 GROUP 3 - Winch; Fork; Distributor (Front End and Back End);		
3 Truck Crane; & Monorail		
4		
5 GROUP 4 - Agitator or Mixer (5 cu. yds. & Over)		

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIN/SIIN DAAA09-03-R-0062      MOD/AMD</p>	<p style="text-align: right;"><b>Page 72 of 84</b></p>
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**Name of Offeror or Contractor:**

6

7 GROUP 5 - Mechanic; Tri-Axle Dump; Hydraulic Lift Tailgate;

8 Truck & Farm-type Tractor; End Dumpster; Turnarocker; Ross

9 Carrier; Athey Wagon; Semi-dump; Semi-trailer; Semi-tank;

0 & Lowboy Trailer

1

2 GROUP 6 - Master Mechanic

3 -----

4

5 WELDERS - Receive rate prescribed for craft performing operation

6 to which welding is incidental.

7 =====

8

9 Unlisted classifications needed for work not included within

0 the scope of the classifications listed may be added after

1 award only as provided in the labor standards contract clauses

2 (29 CFR 5.5(a)(1)(ii)).

3 -----

4 In the listing above, the "SU" designation means that rates

5 listed under that identifier do not reflect collectively

6 bargained wage and fringe benefit rates. Other designations

7 indicate unions whose rates have been determined to be

8 prevailing.

9

0 WAGE DETERMINATION APPEALS PROCESS

1

2 1.) Has there been an initial decision in the matter? This can

3 be:

4

5 \* an existing published wage determination

6 \* a survey underlying a wage determination

7 \* a Wage and Hour Division letter setting forth a

8 position on a wage determination matter

9 \* a conformance (additional classification and rate)

0 ruling

1

2 On survey related matters, initial contact, including requests

3 for summaries of surveys, should be with the Wage and Hour

4 Regional Office for the area in which the survey was conducted

5 because those Regional Offices have responsibility for the

6 Davis-Bacon survey program. If the response from this initial

7 contact is not satisfactory, then the process described in 2.)

8 and 3.) should be followed.

9

0 With regard to any other matter not yet ripe for the formal

1 process described here, initial contact should be with the Branch

2 of Construction Wage Determinations. Write to:

3

4 Branch of Construction Wage Determinations

5 Wage and Hour Division

6 U. S. Department of Labor

7 200 Constitution Avenue, N. W.

8 Washington, D. C. 20210

9

0 2.) If the answer to the question in 1.) is yes, then an

1 interested party (those affected by the action) can request

2 review and reconsideration from the Wage and Hour Administrator

3 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

4

5 Wage and Hour Administrator

6 U.S. Department of Labor

7 200 Constitution Avenue, N. W.

8 Washington, D. C. 20210

9

0 The request should be accompanied by a full statement of the



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Name of Offeror or Contractor:

1 interested party's position and by any information (wage payment  
2 data, project description, area practice material, etc.) that the  
3 requestor considers relevant to the issue.  
4  
5 3.) If the decision of the Administrator is not favorable, an  
6 interested party may appeal directly to the Administrative Review  
7 Board (formerly the Wage Appeals Board). Write to:  
8  
9 Administrative Review Board  
0 U. S. Department of Labor  
1 200 Constitution Avenue, N. W.  
2 Washington, D. C. 20210  
3  
4 4.) All decisions by the Administrative Review Board are final.  
5 END OF GENERAL DECISION

\*\*\* END OF NARRATIVE J 006 \*\*\*

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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT/1997
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562211.			
(2) The small business size standard is N/A.			

\*\*\*

- (b) Representations.
- (1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.
- (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a veteran-owned small business concern.
- (5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that
- (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

\*\*\*

(End of provision)

(KF6003)

K-6	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)	APR/2002
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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0062 <b>MOD/AMD</b>	<b>Page 75 of 84</b>
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**Name of Offeror or Contractor:**

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).
- individual/concern, other than one of the preceding.

(KF6004)

K-7      52.203-2      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION      APR/1985  
\*\*\*

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_  
\_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

\*\*\*  
(End of Provision)

(KF7005)

K-8      52.204-3      TAXPAYER IDENTIFICATION      OCT/1998  
\*\*\*\*

- (d) Taxpayer Identification Number (TIN).
- ( ) TIN:
  - ( ) TIN has been applied for.
  - ( ) TIN is not required because
  - ( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  - ( ) Offeror is an agency or instrumentality of a foreign government;
  - ( ) Offeror is an agency or instrumentality of a Federal government; \_

- (e) Type of organization.
- ( ) Sole proprietorship
  - ( ) Partnership
  - ( ) Corporate entity (not tax-exempt);
  - ( ) Corporate entity (tax-exempt);
  - ( ) Government entity (Federal, State, or local);
  - ( ) Foreign government
  - ( ) International organization per 26 CFR 1.6049-4;
  - ( ) Other

- (f) Common Parent.
- ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
  - ( ) Name and TIN of common parent:

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0062      MOD/AMD</p>	<p style="text-align: center;"><b>Page 76 of 84</b></p>
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Name of Offeror or Contractor:

Name:

TIN:

(End of Provision)

(KF7043)

K-9

52.204-5

WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)

MAY/1999

\*\*\*

(b)

Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \_\_\_\_ is a women-owned business concern.

(End of provision)

(KF7022)

K-10

52.209-5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

DEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i)

The Offeror and/or any of its Principals-

(A) Are ( )

are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )

have not ( ),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ( )

are not ( )

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ( )

has not ( ),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-11

52.215-6

PLACE OF PERFORMANCE

OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE

NAME AND ADDRESS OF OWNER

(STREET ADDRESS, CITY

AND OPERATOR OF THE PLANT

STATE, COUNTY, ZIP-CODE)

OR FACILITY IF OTHER THAN

OFFEROR OR RESPONDENT

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**Name of Offeror or Contractor:**

(End of provision)

(KF7035)

K-12      52.222-22      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS      FEB/1999  
The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-13      52.222-25      AFFIRMATIVE ACTION COMPLIANCE      APR/1984  
The offeror represents that (a) it

( ) has developed and has on file,  
( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-14      52.223-13      CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING      OCT/2000  
\*\*\*

(b)(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33 or

( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0062      MOD/AMD</p>	<p style="text-align: center;"><b>Page 78 of 84</b></p>
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**Name of Offeror or Contractor:** \_\_\_\_\_

(End of provision)

(KF7058)

K-15      52.227-6      ROYALTY INFORMATION      APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor:
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the r oyalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

\*\*\*

(End of Provision)

(KF7002)

K-16      52.230-1      COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION      JUN/2000

\*\*\*

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

\*\*\*

(c) Check the appropriate box below:

( ) (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:\_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

( ) (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:\_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

( ) (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

( ) (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this

Name of Offeror or Contractor:

subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

\*\*\*

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

\*\*\*

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\*\*\*

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of Provision)

(KF7190)

K-17	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	SEP/1999
	DFARS		

\*\*\*

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

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NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known
(End of Provision)	

(KA7702)



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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS (MAY 01) ALTERNATE I (OCT 97)	MAY/2001
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-5	52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS	MAY/2002
L-6	52.247-6	FINANCIAL STATEMENT	APR/1984
L-7	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-8	252.234-7000 DFARS	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
L-9	252.242-7006 DFARS	COST/SCHEDULE STATUS REPORT PLANS	MAR/1997

L-10 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990  
Any contract awarded as a result of this solicitation will be a DOA5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-11	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 97) ALTERNATE IV (OCT 97)	OCT/1997
------	-----------	---	----------

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below: SEE SECTION L INSTRUCTIONS TO OFFERORS

(End of provision)

(LF6034)

L-12	52.233-2	SERVICE OF PROTEST	AUG/1996
------	----------	--------------------	----------

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ, JOINT MUNITIONS COMMAND (JMC), AMSJM-CCD-B, ROCK ISLAND, IL 61299-6000.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-13	52.211-4510 AMC	PARTNERING	AUG/2001
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\*\*\*The principal government representatives for this effort will be PMACWA Edgewood, COE Huntsville and JMC Rock Island.

(End of Provision)

(LM6100)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0062 <b>MOD/AMD</b>	<b>Page 82 of 84</b>
<b>Name of Offeror or Contractor:</b>		

L-1452.252-5AUTHORIZED DEVIATIONS IN PROVISIONSAPR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(LF7015)(End of provision)

L-15 PROPOSAL PREPARATION INSTRUCTIONS

Proposal Preparation Instructions (L-15) to the offerors for submission of proposals are contained as Attachment 002 of this solicitation. Attachment 002 is specifically incorporated herein and made a part hereof as those set forth in its entirety in the body of this solicitation.

\*\*\* END OF NARRATIVE L 001 \*\*\*

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The Evaluation Factors for Award are contained as attachment 003 of this solicitation. Attachment 003 is specifically incorporated herein and made a part hereof as though set forth in its entirety in the body of the solicitation.

(End of Provision)

(MF6012)

M-2	252.225-7003	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998
	DFARS		
	(a)	Does the offeror propose to furnish--	

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes ( ) No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

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(End of provision)

(MA7700)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0062 <b>MOD/AMD</b>	<b>Page</b> 84 <b>of</b> 84
<b>Name of Offeror or Contractor:</b>		

PIIN/SHN DAAA09-03-R-0062

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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CHANGED BA6700 252.225-7008 01-MAR-1998 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY  
DFARS

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

## SECTION E - INSPECTION AND ACCEPTANCE

ADDED EF0003 52.246-2 01-AUG-1996 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG1996) - ALTERNATE II (JUL 1985)

ADDED EF0008 52.246-3 01-MAY-2001 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT

ADDED EF0005 52.246-4 01-AUG-1996 INSPECTION OF SERVICES - FIXED PRICE

ADDED EF0009 52.246-5 01-APR-1984 INSPECTION OF SERVICES - COST-REIMBURSEMENT

ADDED EF0006 52.246-15 01-APR-1984 CERTIFICATE OF CONFORMANCE

ADDED EF0007 52.246-16 01-APR-1984 RESPONSIBILITY FOR SUPPLIES

CHANGED EF6001 52.246-11 01-JUL-2001 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with THE REQUIREMENTS OF THE STATEMENT OF WORK as detailed in Section C of the solicitation, which is in effect on the current date and incorporated into this contract.

(End of Clause)

(EF6001)

## SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF0040 52.242-15 01-AUG-1989 STOP-WORK ORDER

ADDED FF0041 52.242-15 01-AUG-1989 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

ADDED FF0043 52.242-17 01-APR-1984 GOVERNMENT DELAY OF WORK

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED HA0756 252.223-7006 01-APR-1993 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS

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DFARS

CHANGED HF6011 52.223-3 01-JAN-1997 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  
 \*\*\*"

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(If none, insert NONE)

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(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander  
 U.S. Army Joint Munitions Command (JMC)  
 ATTN: AMSJM-CCE-B  
 Rock Island, IL 61299-6000

(HF6011)

#### SECTION I - CONTRACT CLAUSES

ADDED	IF0001	52.202-1	01-DEC-2001	DEFINITIONS
ADDED	IF0202	52.202-1	01-DEC-2001	DEFINITIONS (DEC 01) - ALTERNATE I (MAR 01)
ADDED	IF0003	52.203-3	01-APR-1984	GRATUITIES
ADDED	IF0006	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
ADDED	IF0028	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
ADDED	IF0352	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
ADDED	IF0114	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
ADDED	IF0320	52.203-12	01-JUN-1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	IF0005	52.204-2	01-AUG-1996	SECURITY REQUIREMENTS
ADDED	IF0740	52.204-4	01-AUG-2000	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER
ADDED	IF0343	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
ADDED	IF0004	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF0040	52.212-4	01-FEB-2002	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
ADDED	IF0016	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATION

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ADDED	IF0015	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
ADDED	IF0076	52.215-9	01-OCT-1997	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM
ADDED	IF0078	52.215-9	01-OCT-1997	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) ALTERNATE II (OCT 1997)
ADDED	IF0077	52.215-9	01-OCT-1997	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 97) ALTERNATE I (OCT 97)
ADDED	IF0127	52.215-10	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
ADDED	IF0128	52.215-11	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS
ADDED	IF0206	52.215-12	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA
ADDED	IF0207	52.215-13	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS
ADDED	IF0050	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
ADDED	IF0324	52.215-15	01-DEC-1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
ADDED	IF0337	52.215-18	01-OCT-1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
ADDED	IF0338	52.215-19	01-OCT-1997	NOTIFICATION OF OWNERSHIP CHANGES
ADDED	IF0008	52.216-7	01-FEB-2002	ALLOWABLE COST AND PAYMENT
ADDED	IF0297	52.216-8	01-MAR-1997	FIXED FEE
ADDED	IF0298	52.216-9	01-MAR-1997	FIXED FEE - CONSTRUCTION
ADDED	IF0290	52.216-26	01-MAR-2000	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION
ADDED	IF0334	52.219-8	01-OCT-2000	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED	IF0043	52.219-9	01-OCT-2000	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 01) ALTERNATE II (OCT 01)
ADDED	IF0333	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
ADDED	IF0052	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
ADDED	IF0053	52.222-3	01-AUG-1996	CONVICT LABOR
ADDED	IF0054	52.222-4	01-SEP-2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
ADDED	IF0416	52.222-6	01-FEB-1995	DAVIS-BACON ACT
ADDED	IF0417	52.222-7	01-FEB-1988	WITHHOLDING OF FUNDS
ADDED	IF0425	52.222-8	01-FEB-1988	PAYROLLS AND BASIC RECORDS
ADDED	IF0418	52.222-9	01-FEB-1988	APPRENTICES AND TRAINEES
ADDED	IF0419	52.222-10	01-FEB-1988	COMPLIANCE WITH THE COPELAND ACT REQUIREMENTS
ADDED	IF0424	52.222-11	01-FEB-1988	SUBCONTRACTS (LABOR STANDARDS)
ADDED	IF0420	52.222-12	01-FEB-1988	CONTRACT TERMINATION-DEBARMENT
ADDED	IF0421	52.222-13	01-FEB-1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
ADDED	IF0423	52.222-14	01-FEB-1988	DISPUTES CONCERNING LABOR STANDARDS

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ADDED	IF0422	52.222-15	01-FEB-1988	CERTIFICATION OF ELIGIBILITY
ADDED	IF0426	52.222-16	01-FEB-1988	APPROVAL OF WAGE RATES
ADDED	IF0056	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF0066	52.222.21	01-FEB-1999	PROHIBITION OF SEGREGATION FACILITIES
ADDED	IF0057	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
ADDED	IF0209	52.222-27	01-FEB-1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
ADDED	IF0061	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
ADDED	IF0063	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
ADDED	IF0330	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
ADDED	IF0680	52.222-38	01-DEC-2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
ADDED	IF0345	52.222-41	01-MAY-1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
ADDED	IF0346	52.222-43	01-MAY-1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
ADDED	IF0347	52.222-44	01-FEB-2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT
ADDED	IF0601	52.223-5	01-APR-1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
ADDED	IF0326	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
ADDED	IF0041	52.223-14	01-OCT-2000	TOXIC CHEMICAL RELEASE REPORTING
ADDED	IF0067	52.224-1	01-APR-1984	PRIVACY ACT NOTIFICATION
ADDED	IF0068	52.224-2	01-APR-1984	PRIVACY ACT
ADDED	IF0069	52.225-10	01-MAY-2002	NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIAL (MAY 02) ALT 1 (MAY 02)
ADDED	IF0318	52.225-14	01-FEB-2000	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT
ADDED	IF0120	52.226-1	01-JUN-2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
ADDED	IF0291	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
ADDED	IF0292	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0293	52.227-3	01-APR-1984	PATENT INDEMNITY
ADDED	IF0355	52.227-12	01-JAN-1997	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)
ADDED	IF0075	52.228-2	01-OCT-1997	ADDITIONAL BOND SECURITY
ADDED	IF0323	52.228-5	01-JAN-1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
ADDED	IF0169	52.228-7	01-MAR-1996	INSURANCE - LIABILITY TO THIRD PERSONS
ADDED	IF0300	52.228-8	01-MAY-1999	LIABILITY AND INSURANCE - LEASED MOTOR VEHICLES
ADDED	IF0111	52.228-12	01-OCT-1995	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS



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ADDED	IF0064	52.228-15	01-JUL-2000	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION
ADDED	IF0049	52.229-3	01-JAN-1991	FEDERAL, STATE, AND LOCAL TAXES
ADDED	IF0079	52.229-5	01-APR-1984	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
ADDED	IF0428	52.230-2	01-APR-1998	COST ACCOUNTING STANDARDS
ADDED	IF0429	52.230-3	01-APR-1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
ADDED	IF0431	52.230-6	01-NOV-1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
ADDED	IF0086	52.232-1	01-APR-1984	PAYMENTS
ADDED	IF0408	52.232-5	01-MAY-1997	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
ADDED	IF0327	52.232-8	01-MAY-1997	DISCOUNTS FOR PROMPT PAYMENT
ADDED	IF0088	52.232-9	01-APR-1984	LIMITATION ON WITHHOLDING OF PAYMENTS
ADDED	IF0089	52.232-11	01-APR-1984	EXTRAS
ADDED	IF0083	52.232.16	01-MAR-2000	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE III (MAR 2000)
ADDED	IF0062	52.232-17	01-JUN-1996	INTEREST
ADDED	IF0093	52.232-18	01-APR-1984	AVAILABILITY OF FUNDS
ADDED	IF0172	52.232-20	01-APR-1984	LIMITATION OF COST
ADDED	IF0173	52.232-22	01-APR-1984	LIMITATION OF FUNDS
ADDED	IF0094	52.232-23	01-JAN-1986	ASSIGNMENT OF CLAIMS
ADDED	IF0432	52.232-25	01-MAY-2001	PROMPT PAYMENT
ADDED	IF0436	52.232-27	01-MAY-2001	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
ADDED	IF0163	52.232-33	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0164	52.232-34	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0014	52.233-1	01-DEC-1998	DISPUTES (JUL 02) - ALTERNATE I (DEC 91)
ADDED	IF0030	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
ADDED	IF0031	52.233-3	01-AUG-1996	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
ADDED	IF0213	52.236-2	01-APR-1984	DIFFERING SITE CONDITIONS
ADDED	IF0214	52.236-3	01-APR-1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
ADDED	IF0203	52.236-5	01-APR-1984	MATERIAL AND WORKMANSHIP
ADDED	IF0215	52.236-6	01-APR-1984	SUPERINTENDANCE BY THE CONTRACTOR
ADDED	IF0025	52.236-7	01-NOV-1991	PERMITS AND RESPONSIBILITIES
ADDED	IF0216	52.236-8	01-APR-1984	OTHER CONTRACTS
ADDED	IF0217	52.236-9	01-APR-1984	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

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ADDED	IF0218	52.236-10	01-APR-1984	OPERATIONS AND STORAGE AREAS
ADDED	IF0219	52.236-11	01-APR-1984	USE AND POSSESSION PRIOR TO COMPLETION
ADDED	IF0220	52.236-12	01-APR-1984	CLEANING UP
ADDED	IF0035	52.236-13	01-NOV-1991	ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)
ADDED	IF0223	52.236-14	01-APR-1984	AVAILABILITY AND USE OF UTILITY SERVICES
ADDED	IF0238	52.236-15	01-APR-1984	SCHEDULES FOR CONSTRUCTION CONTRACTS
ADDED	IF0239	52.236-16	01-APR-1984	QUANTITY SURVEYS
ADDED	IF0244	52.236-18	01-APR-1984	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS
ADDED	IF0245	52.236-19	01-APR-1984	ORGANIZATION AND DIRECTION OF THE WORK
ADDED	IF0226	52.236-21	01-FEB-1997	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984)
ADDED	IF0099	52.237-2	01-APR-1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION
ADDED	IF0087	52.237-3	01-JAN-1991	CONTINUITY OF SERVICES
ADDED	IF0254	52.237-10	01-OCT-1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME
ADDED	IF0100	52.242-1	01-APR-1984	NOTICE OF INTENT TO DISALLOW COSTS
ADDED	IF0151	52.242-3	01-MAY-2001	PENALTIES FOR UNALLOWABLE COSTS
ADDED	IF0070	52.242-4	01-JAN-1997	CERTIFICATION OF FINAL INDIRECT COSTS
ADDED	IF0124	52.242-13	01-JUL-1995	BANKRUPTCY
ADDED	IF0159	52.243-1	01-AUG-1987	CHANGES - FIXED PRICE
ADDED	IF0161	52.243-2	01-AUG-1987	CHANGES - COST REIMBURSEMENT
ADDED	IF0198	52.243-2	01-AUG-1987	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
ADDED	IF0248	52.243-2	01-AUG-1987	CHANGES (COST-REIMBURSEMENT) (AUG 1987) - ALTERNATE III (APR 1984)
ADDED	IF0228	52.243-4	01-AUG-1987	CHANGES
ADDED	IF0105	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
ADDED	IF0112	52.244-4	01-AUG-1998	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)
ADDED	IF0108	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
ADDED	IF0264	52.245-6	01-APR-1984	LIABILITY FOR GOVERNMENT PROPERTY (DEMOLITION SERVICES CONTRACTS)
ADDED	IF0321	52.245-18	01-FEB-1993	SPECIAL TEST EQUIPMENT
ADDED	IF0116	52.245-19	01-APR-1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
ADDED	IF0231	52.246-12	01-AUG-1996	INSPECTION OF CONSTRUCTION
ADDED	IF0232	52.246-13	01-AUG-1996	INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS
ADDED	IF0117	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
ADDED	IF0118	52.246-24	01-FEB-1997	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS

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ADDED	IF0119	52.246-24	01-FEB-1997	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I (APR 1984)
ADDED	IF0180	52.246-25	01-FEB-1997	LIMITATION OF LIABILITY - SERVICES
ADDED	IF0039	52.247-63	01-JAN-1997	PREFERENCE FOR U.S. - FLAG AIR CARRIERS
ADDED	IF0450	52.247-64	01-JUN-2000	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
ADDED	IF0401	52.248-1	01-FEB-2000	VALUE ENGINEERING (FEB 2000) - ALTERNATE I (APR 1984)
ADDED	IF0130	52.249-2	01-SEP-1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
ADDED	IF0175	52.249-6	01-SEP-1996	TERMINATION (COST-REIMBURSEMENT)
ADDED	IF0132	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
ADDED	IF0237	52.249-10	01-APR-1984	DEFAULT (FIXED-PRICE CONSTRUCTION)
ADDED	IF0177	52.249-14	01-APR-1984	EXCUSABLE DELAYS
ADDED	IF0134	52.251-1	01-APR-1984	GOVERNMENT SUPPLY SOURCES
ADDED	IF0091	52.251-2	01-JAN-1991	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES
ADDED	IF0092	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
ADDED	IA0700	252.201-7000 DFARS	01-DEC-1991	CONTRACTING OFFICER'S REPRESENTATIVE
ADDED	IA0702	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
ADDED	IA0703	252.203-7002 DFARS	01-DEC-1991	DISPLAY OF DOD HOTLINE POSTER
ADDED	IA0704	252.204-7000 DFARS	01-DEC-1991	DISCLOSURE OF INFORMATION
ADDED	IA0705	252.204-7002 DFARS	01-DEC-1991	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED
ADDED	IA0601	252.204-7003 DFARS	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA0506	252.204-7004 DFARS	01-MAR-2000	REQUIRED CENTRAL CONTRACTOR REGISTRATION
ADDED	IA0706	252.205-7000 DFARS	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
ADDED	IA0707	252.209-7000 DFARS	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
ADDED	IA0709	252.209-7004 DFARS	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED	IA0721	252.215-7000 DFARS	01-DEC-1991	PRICING ADJUSTMENTS
ADDED	IA0723	252.215-7002 DFARS	01-OCT-1998	COST ESTIMATING SYSTEM REQUIREMENTS
ADDED	IA0728	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS

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		DFARS		SUBCONTRACTING PLAN (DOD CONTRACTS)
ADDED	IA0655	252.223-7004 DFARS	01-SEP-1988	DRUG-FREE WORK FORCE
ADDED	IA0732	252.225-7001 DFARS	01-MAR-1998	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
ADDED	IA0733	252.225-7002 DFARS	01-DEC-1991	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	IA0736	252.225-7009 DFARS	01-AUG-2000	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
ADDED	IA0737	252.225-7010 DFARS	01-AUG-2000	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS
ADDED	IA0738	252.225-7012 DFARS	01-APR-2002	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA0739	252.225-7014 DFARS	01-DEC-1991	PREFERENCE FOR DOMESTIC SPECIALTY METALS
ADDED	IA0752	252.225-7026 DFARS	01-JUN-2000	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
ADDED	IA0654	252.225-7031 DFARS	01-JUN-1992	SECONDARY ARAB BOYCOTT OF ISRAEL
ADDED	IA0501	252.227-7000 DFARS	01-OCT-1966	NON-ESTOPPEL
ADDED	IA0532	252.227-7013 DFARS	01-NOV-1995	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS
ADDED	IA0575	252.227-7025 DFARS	01-JUN-1995	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
ADDED	IA0507	252.227-7030 DFARS	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
ADDED	IA0533	252.227-7036 DFARS	01-JAN-1997	DECLARATION OF TECHNICAL DATA CONFORMITY
ADDED	IA0511	252.227-7037 DFARS	01-SEP-1999	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	IA0512	252.227-7039 DFARS	01-APR-1990	PATENTS--REPORTING OF SUBJECT INVENTIONS
ADDED	IA0515	252.231-7000 DFARS	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
ADDED	IA0650	252.232-7004 DFARS	01-OCT-2001	DOD PROGRESS PAYMENT RATES
ADDED	IA0519	252.234-7001 DFARS	01-MAR-1998	EARNED VALUE MANAGEMENT SYSTEM
ADDED	IA0520	252.235-7003 DFARS	01-DEC-1991	FREQUENCY AUTHORIZATION
ADDED	IA0523	252.242-7000 DFARS	01-DEC-1991	POSTAWARD CONFERENCE

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ADDED	IA0525	252.242-7004 DFARS	01-DEC-2000	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
ADDED	IA0620	252.242-7005 DFARS	01-MAR-1998	COST/SCHEDULE STATUS REPORT
ADDED	IA0526	252.243-7001 DFARS	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
ADDED	IA0745	252.244-7000 DFARS	01-MAR-2000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)
ADDED	IA0760	252.245-7001 DFARS	01-MAY-1994	REPORTS OF GOVERNMENT PROPERTY
ADDED	IA0400	252.249-7002 DFARS	01-DEC-1996	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
ADDED	IA0534	252.251-7000 DFARS	01-OCT-2002	ORDERING FROM GOVERNMENT SUPPLY SOURCES
ADDED	IA0529	252.251-7001 DFARS	01-DEC-1991	USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES

CHANGED IF6014 52.211-12 01-SEP-2000 LIQUIDATED DAMAGES--CONSTRUCTION

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

(IF6014)

CHANGED IF6101 52.215-21 01-OCT-1997 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 97) ALTERNATE I (OCT 97)

\*\*\*

(b)(1) The Contractor shall submit cost or pricing data and supporting attachments in the following format: TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

(specify format for cost or pricing data other than the format required by Table 15-2 of FAR 15.804-6(b))

\*\*\*

(End of clause)

(IF6101)

CHANGED IF6088 52.216-18 01-OCT-1995 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from THE DATE OF AWARD OF THE BASIC CONTRACT THROUGH FIVE YEARS FROM THE DATE OF THE BASIC CONTRACT.

\*\*\*

(End of Clause)

(IF6088)

CHANGED IF6089 52.216-19 01-OCT-1995 ORDER LIMITATIONS

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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$900 million;

(2) Any order for a combination of items in excess of \$2.0 billion; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6089)

CHANGED IF6097 52.216-22 01-OCT-1995 INDEFINITE QUANTITY  
\*\*\*

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the ordering period has expired for 60 months.

(End of clause)

(IF6097)

CHANGED IF6055 52.216-23 01-APR-1984 EXECUTION AND COMMENCEMENT OF WORK

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

(IF6055)

CHANGED IF6056 52.216-24 01-APR-1984 LIMITATION OF GOVERNMENT LIABILITY

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER dollars.

(End of clause)

(IF6056)

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MOD/AMD

CHANGED IF6048 52.222-2 01-JUL-1990 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed a negotiated amount TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns in production equipment, or occasional production bottlenecks of a sporadic nature'

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the contracting officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of the overtime would affect the performance or payments in connection with the other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\*\*\*

(End of Clause)

(IF6048)

CHANGED IF6021 52.222-23 01-FEB-1999 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	TBD
---	-----

Goals for female participation for each trade	TBD
---	-----

\*\*\*

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is TBD.

(End of provision)

(IF6021)

CHANGED IF6016 52.222-42 01-MAY-1989 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS

MONETARY WAGE - FRINGE BENEFITS

TO BE ESTABLISHED IN INDIVIDUAL TASK ORDER

(End of clause)

(IF6016)

CHANGED IF6125 52.225-8 01-FEB-2000 DUTY-FREE ENTRY

\*\*\*

(g)(4) The notation:

UNITED STATES GOVERNMENT, HQ, OPERATIONS SUPPORT COMMAND, Duty-free entry to be claimed pursuant to Item No(s) TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free certificates.

\*\*\*

(End of clause)

(IF6125)

CHANGED IF6600 52.225-9 01-MAY-2002 BUY AMERICAN ACT CONSTRUCTION MATERIALS

\*\*\*

(b)(2) This requirement does not apply to the construction material or components listed by the Government as follows:

TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

(Contracting Officer to list applicable excepted materials or indicated "none").

\*\*\*

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

## FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICES COMPARISON

Construction Materia Description	Unit of Measure	Quantity	Price (Dollars)*
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## Item 1:

Foreign construction material  
Domestic construction material

## Item 2:

Foreign construction material  
Domestic construction material

(List name, address, telephone number, and contact for suppliers surveyed. Attach a copy of response; if oral, attach A summary.)

(Include other applicable supporting information.)

(\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry, certificate is issued).

(End of clause)

(IF6600)



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CHANGED IF6120 52.225-11 01-JUL-2002 BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS

\*\*\*

(b)(3) The requirements in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate "none")

\*\*\*

(d) FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS  
PRICE COMPARISON

Construction

Material	Unit of	Price
Description	Measure	Quantity
		(Dollars)*

Item 1:Foreign constructionmaterialDomestic constructionmaterialItem 2:Foreign constructionmaterialDomestic constructionmaterial

(List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.)

(\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).)

\*\*\*

(End of clause)

(IF6120)

CHANGED IF6058 52.229-8 01-MAR-1990 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of TBD, or from which the Contractor or any subcontractor under this contract is exempt under the laws of TBD, shall not constitute an allowable cost under this contract.

\*\*\*

(End of clause)

(IF6058)

CHANGED IF6068 52.232-19 01-APR-1984 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond TBD, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(IF6068)

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MOD/AMD

CHANGED IF6025 52.236-1 01-APR-1984 PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equivalent to at least TBD percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

(IF6025)

CHANGED IF6026 52.236-4 01-APR-1984 PHYSICAL DATA

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by N/A.
- (b) Weather conditions N/A.
- (c) Transportation facilities N/A.
- (d) N/A

(End of clause)

(IF6026)

CHANGED IF6065 52.247-1 01-APR-1984 COMMERCIAL BILL OF LADING NOTATIONS

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. TBD. This may be confirmed by contacting the Contracting Officer.

(End of clause)

(IF6065)

CHANGED IA6702 252.217-7027 01-OCT-1998 CONTRACT DEFINITIZATION  
DFARS

(a) A TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER proposal and cost or pricing data supporting its proposal.

- (b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization: TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

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Date for Submission of Proposal: TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

Date for Beginning of Negotiations: TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

Dates for submission of make-or-buy and subcontracting plans and cost or pricing data: TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER in no event to exceed TO BE ESTABLISHED IN EACH INDIVIDUAL TASK ORDER.

(End of clause)

(IA6702)

CHANGED IA6200 252.223-7007 01-SEP-1999 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES  
DFARS

\*\*\* (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
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AS SPECIFIED BY THE INDIVIDUAL TASK ORDER

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(End of clause)

(IA6200)

CHANGED IA6501 252.236-7001 01-AUG-2000 CONTRACT DRAWINGS, AND SPECIFICATIONS  
DFARS

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(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	and	Drawings
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TO BE ESTABLISHED IN THE INDIVIDUAL TASK ORDER

(End of clause)

(IA6501)

ADDED	IF7010	52.215-21	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS
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ADDED	IF7098	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
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ADDED	IF7006	52.244-2	01-AUG-1998	SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG1998)
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ADDED	IF7045	52.244-6	01-MAY-2002	SUBCONTRACTS FOR COMMERCIAL ITEMS
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ADDED	IF7109	52.245-2	01-DEC-1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) - ALTERNATE I (APR 1984) (DEV 99-8)
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ADDED	IF7120	52.245-5	01-JAN-1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (CLASS DEV 99-O0008)
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ADDED	IF7007	52.245-9	01-APR-1984	USE AND CHARGES (CLASS DEVIATION 99-O0011)
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ADDED	IF7110	52.245-17	01-APR-1984	SPECIAL TOOLING (CLASS DEVIATION 99-00012)
ADDED	IF7016	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
ADDED	IA7766	252.232-7007 DFARS	01-AUG-1993	LIMITATION OF GOVERNMENT'S OBLIGATION
ADDED	IA7011	252.243-7000 DFARS	01-JUL-1997	ENGINEERING CHANGE PROPOSALS
ADDED	IA7035	252.243-7002 DFARS	01-MAR-1998	REQUESTS FOR EQUITABLE ADJUSTMENT
CHANGED	IS7025	52.201-4500 OSC	01-FEB-1993	AUTHORITY OF GOVERNMENT REPRESENTATIVE

\*\*\*

(End of clause)

(IS7025)

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

ADDED	KF0003	52.203-11	01-APR-1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	KF0006	52.236-28	01-OCT-1997	PREPARATION OF PROPOSALS--CONSTRUCTION
ADDED	KA0705	252.209-7001 DFARS	01-MAR-1998	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED	KA0500	252.227-7028 DFARS	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
CHANGED	KF6003	52.219-1	01-APR-2002	SMALL BUSINESS PROGRAM REPRESENTATIONS

(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 562211.  
(2) The small business size standard is N/A.

\*\*\*

## (b) Representations.

- (1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.
- (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a veteran-owned small business concern.
- (5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that
- (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(End of provision)

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MOD/AMD

(KF6003)

CHANGED KF6004 52.219-1 01-APR-2002 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

ADDED	KF7005	52.203-2	01-APR-1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
ADDED	KF7043	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
ADDED	KF7022	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
ADDED	KF7033	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
ADDED	KF7035	52.215-6	01-OCT-1997	PLACE OF PERFORMANCE
ADDED	KF7019	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
ADDED	KF7020	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
ADDED	KF7058	52.223-13	01-OCT-2000	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
ADDED	KF7002	52.227-6	01-APR-1984	ROYALTY INFORMATION
ADDED	KF7190	52.230-1	01-JUN-2000	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
ADDED	KA7702	252.225-7000 DFARS	01-SEP-1999	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ADDED	LF0032	52.204-6	01-JUN-1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
ADDED	LF0055	52.215-1	01-MAY-2001	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS (MAY 01) ALTERNATE I (OCT 97)
ADDED	LF0030	52.222-24	01-FEB-1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
ADDED	LF0042	52.222-46	01-FEB-1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

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ADDED LF0043 52.225-12 01-MAY-2002 NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS

ADDED LF0279 52.247-6 01-APR-1984 FINANCIAL STATEMENT

ADDED LA0700 252.204-7001 01-AUG-1999 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE DFARS

ADDED LA0501 252.234-7000 01-MAR-1998 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM DFARS

ADDED LA0401 252.242-7006 01-MAR-1997 COST/SCHEDULE STATUS REPORT PLANS DFARS

CHANGED LF6019 52.211-14 01-SEP-1990 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE

Any contract awarded as a result of this solicitation will be a DOA5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

CHANGED LF6034 52.215-20 01-OCT-1997 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 97) ALTERNATE IV (OCT 97)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: SEE SECTION L INSTRUCTIONS TO OFFERORS

(End of provision)

(LF6034)

CHANGED LF6021 52.233-2 01-AUG-1996 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ, JOINT MUNITIONS COMMAND (JMC), AMSJM-CCD-B, ROCK ISLAND, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

CHANGED LM6100 52.211-4510 01-AUG-2001 PARTNERING AMC

\*\*\*The principal government representatives for this effort will be PMACWA Edgewood, COE Huntsville and JMC Rock Island.

(End of Provision)

(LM6100)

ADDED LF7015 52.252-5 01-APR-1984 AUTHORIZED DEVIATIONS IN PROVISIONS

SECTION M - EVALUATION FACTORS FOR AWARD

CHANGED MF6012 15.204-5(C) 01-OCT-1997 SECTION M, EVALUATION FACTORS FOR AWARD

PIIN/SIIN DAAA09-03-R-0062

MOD/AMD

The Evaluation Factors for Award are contained as attachment 003 of this solicitation. Attachment 003 is specifically incorporated herein and made a part hereof as though set forth in its entirety in the body of the solicitation.

(End of Provision)

(MF6012)

ADDED	MA7700	252.225-7003	01-MAR-1998	INFORMATION FOR DUTY-FREE ENTRY EVALUATION
		DFARS		